

## **Release of Liability**

This is a legally binding agreement.. You must read and understand it by initialing and/or signing it.

DUTY OF PARTICIPANTS: It is recognized that some activities conducted by

\_\_\_\_\_ are hazardous to participants regardless of all feasible safety measures, which we can take. All participants have a duty to act as a reasonably prudent person when engaging in the recreational activities, which are offered by \_\_\_\_\_. I hereby covenant and agree not to:

- a) act in any way which shall interfere with the running or operation of \_\_\_\_\_ when such activities conform to the rules and regulations of the State of \_\_\_\_\_.
- b) use any of \_\_\_\_\_ equipment or facilities or services if I do not have the ability to use such facilities, equipment, or services safely without instructions until I have requested and received sufficient instruction to permit safe usage.
- c) Engage in any harmful conduct or willfully, or negligently engage in any type of conduct which contributes to as causes injury to any person.
- d) To embark in any self initiated activity without first informing \_\_\_\_\_ of my intentions and receiving permission from \_\_\_\_\_ to engage in such self-initiated activity.

**ACKNOWLEDGMENT AND ACCEPTANCE OF RISK:** I understand and acknowledge that the activity which I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property, or to spectators or other third-parties. I, being aware that this activity to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or to my property arising from otherwise damaged due to any negligent notions. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the known and unknown risks.

RELEASE: In consideration of the services and/or property provided, I, for myself and any minor children for which I am the parent, legal guardian, or other wise responsible, any heirs, personal representatives, or assigns, do hereby release \_\_\_\_\_, its principals, directors, officers, agents, employees, and volunteers from any liability and waive any claim for damages arising from any cause whatsoever (except that which is gross negligence). I further agree to reimburse you for all attorney's fees and costs should I bring legal action against you and lose.

ENTIRE AGREEMENT: I understand that this is the entire Agreement between myself and \_\_\_\_\_, its agents or employees, and that it cannot be modified or changed in any way by the representatives or statements of any employees of \_\_\_\_\_ or by me.

My signature below indicates that I have read this entire document and understand it completely and agree to be bound by its terms.

DATE: \_\_\_\_\_

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SIGNATURE OF PARTICIPANT

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SIGNATURE OF PARENT/GUARDIAN (IF PARTICIPANT IS UNDER 18)