

Liability Waiver

Agreement for Release and Waiver of Liability

WARNING: PLEASE READ THIS DOCUMENT CAREFULLY – IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

The undersigned will be present at and may participate in activities at Garver Feed Mill. Such activities may include, but without limitation, running, jumping, throwing, and crafts. (“Activities”).

In consideration of the opportunity to be present at and participate in the Activities at Garver Feed Mill, the undersigned, individually, and on behalf of his or her heirs, personal representatives, administrators, successors and assigns (collectively referred to herein as “Participant”), AGREES TO ASSUME THE RISK AND RESPONSIBILITY AND TO WAIVE, RELEASE, AND TO INDEMNIFY Garver Feed Mill, Garver Events, and Garver Hospitality and its employees, directors, officers, committees members, officials, volunteers, affiliates, sponsors, suppliers, and agents, and their respective successors and assigns as follows:

Participant recognizes, understands, appreciates and acknowledges: (i) the risks and dangers of injury that may occur in the course of participating in Parent Child Happy Hour Activities; (ii) that my presence at Garver Feed Mill and/or my participation in Activities may involve risk of bodily injury, illness, disability, or paralysis (whether temporary, permanent, total or partial), death, or other harm; and (iii) that Participant voluntarily engages in the Activities with adequate prior knowledge of such risks and dangers.

Participant voluntarily decides to participate in the Activities, and agrees to and does assume all legal and financial responsibility for: (i) any and all risks and dangers referred to in the preceding paragraph; (ii) any and all injuries, damages and losses, whether to person or property, and whether physical, psychological, social or economic, that Participant may in any manner and from whatever cause sustain in connection with attendance and participation in the Activities, including such injury, damage or loss that may result from the negligence of Achieve Gymnastics Center, or from any other cause; and (iii) all treatment, hospitalization and other care rendered to Participant in connection with any of the foregoing, including in the event of Participant’s injury, illness or other emergent circumstance.

Participant understands that the above-described risks cannot be eliminated without jeopardizing the essential qualities of the Activities. Participant hereby expressly assumes risk of injury or harm from these Activities and release Garver Feed Mill, Garver Events, and Garver Hospitality from all liability.

Participant acknowledges that he or she has carefully read this Agreement and fully understand that it is a release of liability and express assumption of risk. Participant enters into the Agreement at arm's-length without duress or coercion, and acknowledge that it is an agreement between parties of equal bargaining strength. Participant acknowledges that he or she was presented this Agreement to review and consider before participant decided to sign the Agreement and that he or she had adequate time to review the Agreement and decide whether to sign the Agreement.

Participant states that he or she has carefully read the foregoing Agreement and express my complete understanding and intent to enter into this Agreement willingly and voluntarily.

Parent/Guardian agrees (Participant if over 18)

Sign _____ Date _____