

RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION of being permitted to enter into property owned and operated by Victor Conservation Club (hereinafter “VCC”) for any purpose, use of facilities or equipment, or participation in any way, the undersigned, for himself or herself and any personal representative, administrator, executor, heir, family member, successor and assign, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering will, inspect such premises and facilities. It is further warranted that such entry into VCC for any purpose or use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation or use.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER VCC FOR ANY PURPOSE, USE OF VCC’S FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE VCC, its, officers and agents (hereinafter collectively referred to as “Releasees”) from all liability to the undersigned, his or her personal representatives, administrators, executors, heirs, family members, successors and assigns for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein. In the event that an attorney is engaged to enforce, construe, or defend any of the terms, conditions or claims or demands covered by this RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, either with or without suit, the UNDERSIGNED agrees to pay all attorneys’ fees and costs incurred by the Releasees.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage or costs they may incur due to the presence of the undersigned in, upon or about VCC for any purpose, use of facilities or equipment, or participation in any way, whether caused by the negligence of the releasees or other otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees or otherwise while in, about or upon the premises of VCC and/or while using the premises for any purpose, use of facilities or equipment, or participation in any way.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT is intended to be as broad and inclusive as it permitted by the law of the State of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE

Date: _____ **Signature of Guest:** _____

Print Guest's Name: _____

I HAVE READ THIS RELEASE

Date: _____ **Signature of Parent or Guardian:** _____

I HAVE READ THIS RELEASE

Date: _____ **Signature of Parent or Guardian:** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Phone # _____ **Email address** _____