

Beaverdam Heritage Days

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Participant and my representatives (hereinafter referred to as GUARANTEE) hereby agree to hold harmless Beaverdam Heritage Days, the Board of Trustees of Beaverdam Heritage Days, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, theft, damage, or injury that may be sustained by GUARANTEE, or to any property belonging to GUARANTEE, while participating in Beaverdam Heritage Days (hereinafter referred to as EVENT), while in, on or upon the premises where the EVENT is being conducted, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that RELEASEES may incur due to GUARANTEE's participation in EVENT or otherwise, to the fullest extent allowed by law. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind my representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and COVENANT NOT TO SUE the above-named RELEASEES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I,

_____, have read the foregoing **Wavier of Liability and Hold Harmless Agreement**, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

PARTICIPANT:

_____ Signature

_____ Printed Name

WITNESS:

_____ Signature

_____ Printed Name