

**WAIVER AND RELEASE FROM LIABILITY**

I / we, \_\_\_\_\_, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge the **City of Cornelia** and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I / we ever had or may have, arising from or in any way related to my / our participation in any of the events or activities conducted by, on the premises of, or for the benefit of, the **City of Cornelia** provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I / we understand that the activities that I / we will participate in could be dangerous and some activities may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I / we waive all claims for damages, injuries and death sustained to me / our or my / our property that I / we may have against the aforementioned released party to such activity.

By this Waiver, I / we assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with **City of Cornelia** including but not limited to activities undertaken at the pavilion or facility, using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in any other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of **City of Cornelia**, whether by agreement, by operation of law, or otherwise.

I / we have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I / we understand and confirm that by signing this WAIVER AND RELEASE I / we have given up considerable future legal rights. I / we have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me / us. My / our signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I / we am / are 18 years of age or older and mentally competent to enter into this waiver.

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_