

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES at Cason & Associates property, including for example and not limitation, any risks that may arise from negligence or carelessness by the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I understand this activity has potential risks including but not limited to:

1) Access to the property, trails and land/ground uneven and with potential hazards; 2) Potential access to or near moving or stationary water by natural or man-made ponds/lakes/navigable water; 3) Access to and while on the natural or mand-made ponds/lakes/navigable water by a boat or other device designed to carry an individual on or in the ponds/lakes/navigable water; 4) All other potential hazards, know or unknown, visible or hidden – while on the property or water owned or accessible to Cason & Associates.

I have no physical or mental illness that precludes my participation safely for myself or others. I am not under the influence of drugs or alcohol which impairs my ability to maintain my safety awareness or endangers others. This Accident Waiver and Release of Liability Form will be used by the organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at the activity. I agree that all staff or authorized agents may determine it is unsafe for myself or others for my participation to continue and remove me from the premises by any lawful means.

In consideration of my application and permitting me to participate in this activity, I act for myself, my executors, administrators, heirs, next of kin, successors, and assigns: (A) I WAIVE, RELEASE, AND DISCHARGE from any liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur THE FOLLOWING ENTITIES OR PERSONS: The directors, officers, employees, volunteers, representatives, and agents of any entities authorizing this activity; (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any liabilities or claims made because of participation in this activity, whether caused by the negligence of release or otherwise.

The directors, officers, employees, volunteers, representatives, and agents of any authorizing entity are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. The undersigned further acknowledges that he/she has inspected the facilities, equipment, and areas to be used and is voluntarily participating despite the risk of falls, contact and/or crashes with other participants, defective equipment, the condition of the property and any hazards that may be posed by spectators or volunteers. I consent to receive medical treatment which may be deemed advisable if injury occurs, accident, and/or illness during this activity.

I agree that Cason & Associates or any of its assign's has the right to any photos or any video/sound footage of me during the event. These photos, video footage and sound materials may be used for any marketing purposes.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. WHEN REGISTERING ONLINE, MY ONLINE SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE SAME LEGAL EFFECT AS IF I HAD SIGNED A WAIVER AND RELEASE AGREEMENT.

Participant's Signature

Date

*Participant's Signature as declaration of an age of 18 or older.

Parent/Guardian Signature Date (If under 18 years old, Parent or Guardian must also sign.)

CHILDREN'S RELEASE: For all persons under eighteen (18) years of age a parent or legal guardian must sign the following acknowledgment.

The undersigned _____ (name of parent/guardian) parent and natural or legal guardian of _____ (minor's name) acknowledges that he/she has executed the foregoing Release for and on behalf of the minor named and agree to bind myself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the foregoing Release. I authorize and consent to the administration of all medical care to the minor named. By signing this agreement, I agree that I, the minor, and related parties (family and/or related members) lose my/our right to sue anyone involved with Cason & Associates.

WHEN REGISTERING ONLINE, MY ONLINE SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE SAME LEGAL EFFECT AS IF I HAD SIGNED A WAIVER AND RELEASE AGREEMENT.

PARTICIPATION WILL BE DENIED IF THE SIGNATURE OF AN ADULT PARTICIPANT OR PARENT AND DATE ARE NOT SIGNED AT THE TIME AND PLACE OF THE EVENT.

Print Participant's Name _____

Participant's Current Age _____

Participant's Signature

Date