

NORTH CAROLINA

UNION COUNTY

**WAIVER, RELEASE FROM LIABILITY,
ASSUMPTION OF RISK AND
HOLD HARMLESS AGREEMENT**

In consideration of the opportunity to participate in the _____ activities in the Village of Lake Park, North Carolina, and for other good and valuable consideration I, both individually and on behalf of _____ (*name of person*) of whom I am the parent or legal guardian, hereby agree to the extent allowed by law to release, defend, indemnify, and hold harmless the Village of Lake Park, North Carolina ("Town") and its employees, agents, representatives, and public officials from and against any and all claims, damages, causes of action, losses, costs, responsibility or liability for personal injury, including death, damage to or loss of property, and claims for worker's compensation whether or not any of the above arise from the negligence of the Town, that I, or _____ (*name of person*), may incur arising out of participating in the _____. I acknowledge and understand that there are inherent risks associated with this activity and I **ASSUME ALL RISKS** associated with my voluntary participation on behalf of the _____ at all times I participate in any of their events, practices or any other activity including, but not limited to, falls, bodily injury, contact with other participants, effects of the weather (including extreme cold, rain, wind and other weather related conditions), traffic, and all conditions of the site or sites where the events, practices or any other activities take place, **ALL SUCH RISKS TO BE KNOWN AND APPRECIATED BY ME.**

I acknowledge that I have been informed, as evidenced by the signing of this agreement, to **SEEK THE OPINION, ADVICE AND DIRECTION OF A MEDICAL PROFESSIONAL** to determine my and _____ (*name of person*) fitness and ability to engage in these activities before so doing.

The terms of this agreement shall also be binding as to any other persons, including all family members, heirs, executors, or administrators. I understand this is a binding contract that supersedes any other agreements or representations, and is intended to provide a comprehensive **RELEASE OF LIABILITY** but is not intended to assert any defenses that are prohibited by law. If any part of this agreement is deemed unenforceable, all other parts shall be given full force and effect.

I have carefully read and understand this agreement, and I am aware that by signing this agreement **I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

I sign this agreement of my own free will fully understanding what I am doing under no duress, threat, coercion or any other circumstance or inducement that might be asserted to be a basis for entry into this release against my will or without a complete understanding of what I am doing. I represent that I am over the age of 18 years and am under no legal constraint or impediment. I further represent that I am over the age of 18 years and am under no legal constraint or impediment, and that I am the parent or legal guardian of _____ (*name of person*).

I, the undersigned, am legally competent to sign this release. **I HAVE READ THIS RELEASE AND UNDERSTAND ITS CONTENTS.** (If participant is under age 18, parent or legal guardian must sign.)

Agreed on this ____ day of _____, 2024.

BY:

Signature

Print Name

Address

☐ I, being the parent or legal guardian of _____ participating in the above-referenced activities having read the above agreement and fully understanding its contents, approve of said person's participation and agree to the terms set forth above.

Signature

Print Name

WITNESS:

Signature

Print Name