

LIABILITY WAIVER - BARKBY PLUNGERS

I, _____, for myself and my estate, heirs, administrators, executors, and assigns, hereby release and hold harmless the Barkby Plungers, and volunteers (collectively, the "Releases"), from any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, volunteers may have for any loss, illness, personal injury, death, or property damage arising out of, connected with, or in any manner pertaining to the Barkby Plungers whether caused by the negligence of Releases or otherwise.

I fully understand that there are potential risks and hazards associated with training/practice session, including, but not limited to, possible injury or loss of life. I further understand that while on the premises dedicated for the Barkby Plungers training/practice, I will follow all rules set forth by the Barkby Plungers. Despite the potential risks and hazards associated with the training/practice, I wish to proceed, and freely accept and assume all risks and hazards that may arise from my participation and that could result in loss, illness, personal injury, death, or property damage, whether caused by the negligence of Releases or otherwise. I further agree to comply with all applicable rules and policies set forth by Barkby Plungers.

I further hereby agree to indemnify and hold harmless the Releases from any judgment, settlement, loss, liability, damage, or costs, including court costs and attorney fees for both the trial and appellate levels that Releases may incur as a proximate result of any negligent or deliberate act or omission on my part during my participation in the training/practice/fun day.

In signing this agreement, I acknowledge and represent that I have read and understand it and that I sign it voluntarily and full and adequate consideration, fully intending to be bound by the same.

I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND VOUNTARILY AGREE TO BE BOUND BY IT.

Name of Participant

Signature of Participant

Date