



INN AT KELLY'S FORD
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
(Read Carefully Before Signing)

1. **RISK OF SERIOUS INJURY.** I understand that the risk of injury from participation in this program is significant, including the potential for permanent disability, paralysis and death, and while particular rules, equipment, staff attention and personal discipline may reduce this risk, the risk of serious injury does exist. I KNOWINGLY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES (AS DEFINED IN #3) OR OTHERS, and assume full responsibility for my participation.
2. **CONDUCT.** I hereby acknowledge and agree to abide by the program's rules of conduct and other terms and conditions for my participation in this program. Further, I agree to be responsible for any conduct violation by its affect and me.
3. **RELEASE.** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby RELEASE AND INDEMNIFY AND HOLD HARMLESS THE INN AT KELLY'S FORD, the BRANDY STATION FOUNDATION, and its employees, owner and agents, the owners or lessors of other premises used, and other participants (collectively, the 'Releasees'), WITH RESPECT TO ALL CLAIMS, COST AND CAUSES OF ACTION (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH ANY INJURY, DISABLITLY, DEATH, AND/OR LOSS OR DAMAGE TO PERSONS OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, IN CONNECTION WITH THE PROGRAM.
4. **PROMOTIONS.** I hereby authorize Inn at Kelly's Ford to utilize my photographic or video likeness in the promotion of its programs.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature _____

Address _____

Participant's Printed Name _____ Date _____ Phone _____

In case of emergency, please notify: Name _____ Phone _____

FOR PARENTS/GARDIANS OF PARTICIPANTS OF MINORITY AGE (under 18)

This is to certify that I, as the parent or guardian with legal responsibility for this participant, do consent and agree to all terms and conditions of this Release of Liability and Assumption of Risk Agreement on behalf of said participants.

Printed Name(s) and Age(s) of Minor(s) _____

Parent or Guardian's Signature _____ Date _____

Parent or Guardian's Printed Name _____

Parent or Guardian's Address _____ Phone _____

