

RELEASE AND WAIVER OF LIABILITY FOR NEGLIGENCE EXECUTED ON BEHALF OF A MINOR BY MINOR'S PARENT OR LEGAL GUARDIAN ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION of _____, the minor being permitted to participate in any way in the Walden Harvest Fest Pie Eating Contest, I, the parent and natural guardian of said minor, or myself, or personal representatives, assigns, heirs and next of kin of said minor:

1. **ACKNOWLEDGE**, agree and represent that I understand the nature of such activities and that I am of the opinion that said minor is qualified, in good health and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe that such minor's health and physical condition should change so that it would be unsafe for such minor to continue to participate in such activity, I will immediately discontinue the minor's future or further participation in such activity.

2. **I FULLY UNDERSTAND THAT:** (a) such minor's participation in the aforesaid activities involve risk and danger of serious bodily injury, including permanent disability, paralysis and death; (b) these risks and dangers may be caused by said minor's actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place or the negligence of the Village of Walden, its officers, employees or agents; (c) there may be other risks and social economic losses either known or unknown to me or not readily foreseeable at this time, and I fully accept and assume all such risks and responsibilities for losses, costs and damages such minor may incur as a result of the minor's participation in the activity.

3. **I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE VILLAGE OF WALDEN,** its officers, employees, agents or volunteers and other participants, any sponsors, advertisers (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses or damages on said minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees, or otherwise, including negligent rescue operations, and I further agree that if despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, I or anyone on behalf of said minor makes a claim against the Releasees, I as parent or natural guardian, will indemnify, save and hold harmless each of the Releasees, from any litigation expenses, attorneys' fees, losses, liability, damages or costs of which they may incur as a result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS OF SAID MINOR BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE TO SAID MINOR AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Minor _____

Age Group _____

Printed Name of Parent/Guardian _____

Address _____

Telephone Number _____

Signature of Parent/Guardian _____

Date _____