

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**Hick's Place, Inc**

---

Recreational Activity Waiver

FOR GROUPS WITH PARTICIPANT 18 YEARS OF AGE AND OVER

INDIVIDUALS AND THOSE UNDER 18 YEARS OF AGE

READ CAREFULLY

In consideration of Hick's Place, Inc , furnishing services and/or equipment to enable me to participate in activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exist in my use at Hick's Place activities; (b) my participation in such activities is voluntary and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disability or death; (c) I understand that such risk simply cannot be eliminated, despite safety precautions. (d) if any injury, illness or damage to personal property (cell phone, clothing, and such) are my own responsibility. (e) if an attorney and associated fee's incurred is at the cost of those seeking such claims. (d) I agree to indemnify and hold harmless of such fees and costs. (f) I claim to have adequate personal insurance or will be responsibility for damages, insure and/or illness myself. (g) I also state that I or others listed on this release have no medical or physical conditions which could interfere with my safety in the activities at Hick's Place. (h) I agree that if any portion of this agreement is found to be void or unenforceable , the remaining portion's shall remain in full force and effect.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Hick's Place and its owners, agents, officers, volunteers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Hick's Place equipment or may arise out of my use of Hick's Place activities. I specifically understand that I am releasing, discharging and waiving any claim or actions that I may have presently or in the future for any negligent acts or other conduct by the owner, agents, officers, volunteers or employees of Hick's Place. Should any part of this contract be found to be invalid it shall not effect any other provisions in the contract.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE HICK'S PLACE, INC., FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I have had sufficient time to read the entire document .

ONLY A PARENT OR LEGAL GUARDIAN MAY SIGN FOR A MINOR(S) UNDER 18 YEARS OF AGE.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date of activity \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Phone \_\_\_\_\_

Print Child's Name \_\_\_\_\_ your relationship to child \_\_\_\_\_

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT