

Coffey Grounds

- COFFEY GROUNDS WATER & PROPERTY WAIVER
- WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF THE RISK,
- RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

Please be aware by signing this document YOU waive certain legal rights, including the right to sue, AND affirm you have read and understand by signing this document--to be used for all properties owned by Geraldine "Gerry" Coffey to include but not limited to recreational activities at the Coffey Grounds such as walking, hiking, backpacking, camping, canoeing, swimming, snorkeling, scuba, cliff jumping/diving.

I, _____, (Scuba Certification # _____) affirm and acknowledge the inherent hazards and risks associated with Scuba diving and/or snorkeling and/or swimming, hiking, cliff jumping, skiing, camping, cable tow, etc. By taking such risks by myself, my personal representatives, heirs and next of kin I HEREBY I FULLY ACKNOWLEDGE THE AFOREMENTIONED ACTIVITIES ARE POTENTIALLY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.

I HEREBY RELEASE, WAIVE, DISCHARGE and AGREE NOT TO SUE GERALDINE "Gerry" COFFEY or any Coffey family member OR facilities' Caretaker, instructors, agents or employees from all liability resulting in any loss or damage, and any claim or demand therefore on account of injury to my person or property or resulting in my death, now and forever, arising out of or related to participation in said activities, or any other relating incidents that may occur, whether caused by the negligence of the Releasees, or otherwise.

I HEREBY EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE, now and forever, arising from or related to participation in said activities or anything else whether foreseen or unforeseen and whether caused by the negligence of the Releasees, or otherwise. I HEREBY acknowledge INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE and agree THIS WAIVER OF CLAIMS, RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT extends to all acts of negligence by Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as permitted by the law of the State of Alabama in which the activities are conducted. **I EXPRESSLY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost they may incur, now and forever,** arising out of swimming or related to, participation in said activities, or any other related activity, whether caused by the negligence of the Releasees, or otherwise. If any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be constructed as though the unenforceable provision had never been contained in this document. In executing this document, I am not relying on any oral or written representation of statements made by the releases, other than what is set forth in this agreement.

I hereby declare I have read the WAIVER OF CLAIMS, RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, and INDEMNITY AGREEMENT and fully understand I have given up substantial rights by signing it. I am aware of its legal consequences, and have signed it freely and voluntarily without inducement, assurance, or guarantee being made to me **and intend my signature to be complete and unconditional release of liability to the greatest extent allowed by law. I HEREBY DECLARE I AM OF LEGAL AGE AND AM COMPETENT TO SIGN THIS AGREEMENT OR, IF NOT, MY PARENT OR LEGAL GUARDIAN SHALL SIGN ON MY BEHALF, AND MY GUARDIAN OR PARENT IS IN COMPLETE UNDERSTANDING AND CONCURRENCE WITH THIS AGREEMENT.**

Participant's OR Parent's name (print) _____ Signature _____

Date _____ Emergency Contact Names LEGIBLY PRINTED in full: _____

FULL STREET ADDRESS: _____ HOME

PHONE: _____ CELL _____

PHONE _____ EMAIL ADDRESS: _____ Website _____

ALL Minor Children Participating/ Ages (print) _____

Address _____ Email Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ Emergency Contact Name _____

Witness (Print) _____ Signature _____ Date _____

As parent or guardian, I sign this document on behalf of my minor child(ren) listed above and agree to be specifically bound myself and them to all the terms and conditions of this agreement. I have read the agreement, fully understand the terms herein, understand I have given up substantial rights by signing it, am aware of its legal consequences, and have signed the document freely and voluntarily without inducement, assurance or guarantee being made to me. I intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees.

Parent's/Guardian's Name (Print) _____ Signature _____ Date _____