

All Things Inc. Release

In consideration of participating in All Things Inc. activities, I hereby agree to release and discharge from liability arising from negligence All Things Inc. and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "All Things"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that all activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, death or serious injury, hearing loss, loss of vision, broken bones, bruises and other bodily injuries, medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of All Things. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless All Things from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment of facilities, arising from negligence. This does not apply to claims arising from intentional conduct. Should All Things or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume- and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where All Things is incorporated, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I acknowledge that I am responsible for all permits and licenses that are required for any activity as a participant, spectator, or volunteer.
8. I hereby grant All Things permission to take photographs of myself and my property. I authorize All Things, its volunteers, to copyright, use and publish the same in print and/or electronically. I agree that All Things may use such photographs of me with or without my name for any lawful purpose, including but not limited to, purposes of publicity, illustration, advertising, and Web content.

By signing this document, I agree that if I am injured or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

Print Name _____ Signature _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone (____) _____ Email _____

Participants under the age of 18 must have a parent or guardian signature. (Please see back page) →

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participant under the age of 18)

In consideration of (PRINT minor's names) _____,

_____, _____, _____,

_____ being permitted to participate in this activity, I further agree to indemnify and hold harmless All Things from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Print Name _____ Signature _____ Date _____