

**Liability Waiver and Hold Harmless Agreement**

In consideration of being allowed to volunteer at the Haunted Depot (the "Activity") sponsored by the City of Ringgold, Georgia (the "City"), and The Downtown Development Authority of the City of Ringgold, Georgia (the "DDA"), I (the undersigned) acknowledge that I am fully aware of the risks and hazards connected with the Activity, including physical injury or even death, and I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in the Activity.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, the City, its elected and appointed officials and officers, servants, agents, and employees, and the DDA, its officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Activity.

It is my expressed intent that this release and hold harmless agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Agreement shall be constructed in accordance with the laws of the State of Georgia.

In signing this release, I acknowledge and represent, that I have read the forgoing Liability Waiver and Hold Harmless Agreement, that I understand it, and that I sign it voluntarily as my own free act and deed; that no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and that I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

If this document has been signed by a person under eighteen (18) years of age, then the parent or guardian must sign the agreement below before such minor is allowed to participate in the Activity.

I represent and warrant that I am the parent or legal guardian of the above-signed minor ("Minor"). I consent to the Minor's participation in the Activity. I have read the foregoing agreement and I consent to its execution by the Minor. I agree that all of its terms and conditions of the foregoing agreement are incorporated into this agreement by reference, and that I am bound thereto. I agree that neither the Minor, nor I, will revoke or disaffirm the foregoing agreement or this agreement at any time. I agree to indemnify and hold the Releasees harmless from and against any and all claims, liabilities, costs or expenses, including reasonable attorney's fees that may arise from the breach or alleged breach by the Minor or by me of the foregoing agreement or of this agreement.

\_\_\_\_\_  
Signature of Parent/Guardian/ Date  
Telephone No. \_\_\_\_\_

\_\_\_\_\_  
Print Name