

RELEASE OF LIABILITY

1. NOTICE: Your execution of this Agreement will prevent you and/or the minor participant for whom you are signing from bringing certain claims for personal injury against Mole Hill Acres LLC, and its respective owners, managers, agents and representatives (collectively referred to hereinafter as the “Releasees”) in any way connected with or arising from the minor child and/or you taking a hike or other excursion, or participating in any other activity, on the real property of Mole Hill Acres LLC, commonly known as Mole Hill.

2. VOLUNTARY PARTICIPATION: You acknowledge that the minor child and/or you have voluntarily requested to participate in the above referenced activity.

3. NO ADMISSION FEE: You acknowledge that Mole Hill Acres LLC is not charging an admission fee for participation in the activity on Mole Hill.

4. WAIVER: In consideration for Releasees granting the right to participate in the activity, you hereby expressly waive on behalf of yourself and/or the minor child any claims you and/or the minor child may have as a result of injuries sustained by the minor child and/or you while participating in the activity, except for claims arising from the willful or intentional negligence of Releasees. You further agree that neither you nor your heirs, guardians or legal representatives will pursue a claim against Releasees for personal injury (including the cost of any medical treatment for injuries) resulting from the negligence of Releasees. You further agree to forever hold harmless and indemnify Releasees from and against all liability for injuries resulting to you and/or the minor child in any way from the participation in the activity, except as otherwise expressly stated herein.

5. VOLUNTARY EXECUTION: You have carefully read this agreement and fully understand its content. You are aware this is a full release of liability and you sign it of your own free will.

6. SEVERABILITY: Any term or provision of this Agreement that is prohibited by law, unlawful, or unenforceable under applicable law, shall be ineffective only to the extent of such prohibition without invalidating the remaining terms and provisions of this Agreement. In the event that a court of competent jurisdiction determines that, notwithstanding the terms and conditions of this Agreement, you and/or your minor child has/have a right to pursue a negligence claim against any of the Releasees, you agree that, in the event a Releasee has insurance coverage available for such claim, the amount of recovery against that Releasee shall be limited to the amount of insurance coverage available to such Releasee. The waivers and limitations of liability set forth in this Agreement are intended to be enforced to the fullest extent allowed under the laws of all jurisdictions which may govern the interpretation of this Agreement.

7. REVOCATION MUST BE IN WRITING: This document may not be revoked, amended, or altered by me or any Releasee except by written agreement executed by the undersigned and said Releasee.

By signing this agreement, you acknowledge that you have read this agreement. If you are signing on behalf of a minor child participant, you consent to such minor child’s participation in the activity on Mole Hill and your signature as the parent or guardian of the minor child shall be as effective to bind the minor child as if the minor child has full legal capacity to sign this document on the minor child’s own behalf. If you are signing on behalf of a minor child, you warrant that you are either a parent or guardian of the minor child with authority to enter into this Agreement.

Print Name Participant	Print Name Mother	Print Name Father
Please Sign & Date Below	Please Sign & Date Below	Please Sign & Date Below
Participant/Date	Mother/Guardian Date	Father/Guardian Date

This form is good for the following date(s) only _____.

Additional permission must be granted for any other use not related to this class/or dates listed above.