

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

- (1) In consideration for receiving permission to participate in a Patios For Patriots, Inc. ("PFP") patio project, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** PFP, the homeowner at the location in which the patio project occurs, any and all of the general contractors, sub-contractors, and businesses involved with the patio project, including their owners, employees, and agents, and other volunteers participating on the patio project (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 any of the property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.
- (2) I am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to travel risk and/or PFP patio project activities. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE**.
- (3) I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.
- (4) I understand that the PFP does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
- (5) It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, 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 Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of _____.
(State)
- (6) **IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent*; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this _____ day of _____, _____.
(Month) (Year)

PARTICIPANT*

Printed Name _____ Signature _____

*If the participant is under the age of 18, Parent/Guardian consents to the minor's participation in the event.

Parent/Guardian Printed Name _____

Parent/Guardian Signature _____ Date _____