

WAIVER TO PARTICIPATE IN PUMPKIN PATCH ACTIVITIES

WHEREAS, The undersigned party (“PARTICIPANT”) and or their legal guardian (“GUARDIAN”) hereby acknowledge the commencement of activities including but not limited to selecting pumpkins, face painting, inflatable slide, Hay Ride to be carried on during the hours **of 3:00pm – 5:00pm on Sunday, October 21, 2018** (“PUMPKIN PATCH ACTIVITIES”) located at or around the premises known as SILVERLAKES COMMUNITY ASSOCIATION, INC. (“ASSOCIATION”). The PARTICIPANT and or GUARDIAN acknowledge that PUMPKIN PATCH ACTIVITIES is not an endorsement of any religious belief or lack thereof of SILVERLAKES, their agents and or employees. PARTICIPANT acknowledges that the parties responsible for the commencement and supervision of PUMPKIN PATCH ACTIVITIES is not an employee of SILVERLAKES and any representations made by said parties are solely those of the parties and not of SILVERLAKES.

To the fullest extent permitted by law, the PARTICIPANT/GUARDIAN shall indemnify and hold harmless the Association, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees arising out of or resulting from the performance of PUMPKIN PATCH ACTIVITIES and or on SILVERLAKES property in connection with PUMPKIN PATCH ACTIVITIES, including but not limited to common areas and limited common areas of SILVERLAKES. This includes but is not limited to: such claim, damage, loss or expense that (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and/or (2) is caused in whole or in part by any negligent act or omission of the PARTICIPANTS/GUARDIANS: including but not limited to: their family, any guest of the PARTICIPANT/GUARDIAN, any other PARTICIPANT concurrently participating in PUMPKIN PATCH ACTIVITIES,; (3) is caused in whole or in part by any misrepresentation made by the parties and or their agents, employees, guests that result in injury to PARTICIPANT/GUARDIAN, their guests, family members and or other participants concurrently participating in PUMPKIN PATCH ACTIVITIES; (4) the worsening of any health condition, known or unknown, of PARTICIPANT/GUARDIAN, their guest, family members, or any other PARTICIPANT/GUARDIAN of PUMPKIN PATCH ACTIVITIES by virtue of their participation in PUMPKIN PATCH ACTIVITIES and or by any injury suffered on SILVERLAKES premises in connection with PUMPKIN PATCH ACTIVITIES. The foregoing indemnity from PARTICIPANT/GUARDIAN shall be applicable to all losses, damages, expenses or claims for damage and/or injury to any person or property, resulting from their negligence, recklessness or intentional wrongful misconduct of PARTICIPANT, and guests and or family members which utilize PUMPKIN PATCH ACTIVITIES as described in this document. This indemnification shall also apply to negligent acts, conduct and omissions of the Association and its officers, directors, agents and employees related to PUMPKIN PATCH ACTIVITIES.

The undersigned has read this document and voluntarily agrees to the terms and conditions set forth herein:

Participant’s Name (Signature) and (Printed)

Date

Guardian’s Name (Signature) and (Printed)

Date

Ownership Address of Participant in SILVERLAKES

Sub Association Name