

**Black Mountain Home for Children, Youth & Families
80 Lake Eden Road, Black Mountain, NC 28711**

Waiver of Liability and Hold Harmless Agreement

In consideration for receiving permission to use _____ on _____ at Black Mountain for Children, Youth & Families, I hereby release, waive, discharge and covenant not to sue Black Mountain Home for Children, Youth & Families, its officers, 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 relating to any loss, damage or injury, including death, that may be sustained by me or my guests, or to any property belonging to me or my guests, whether caused by the negligence of the releasees, or otherwise, while using the facility, or while in, on or upon the premises where the use is being conducted, while in transit to or from the premises, or in any place or places connected with the use of the facility.

I am fully aware of risks and hazards connected with being on the premises and participating in the use of the facility, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the use of the facility, and I hereby elect to voluntarily use the facility, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous 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 my guests, or any loss or damage to property owned by me or my guests, as a result of my using a Black Mountain Home for Children, Youth & Families facility, whether caused by the negligence of releasees or otherwise.

I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my use of the facility, whether caused by the negligence of any or all of the releasees, or otherwise.

It is my express intent that this Release 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.

In signing this release, I acknowledge and represent that:

- I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- No oral representation, 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.

In witness whereof, I have hereunto set my hand and seal this ____ day of _____, _____

Participant Signature: _____

Name Printed: _____

Witness: _____