

## RELEASE OF LIABILITY - READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the Diamond Brand program, its related events and activities, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment and personal discipline may reduce this risk, the risk of serious injury does exist, and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin,

HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Diamond Brand Outdoors and Diamond Brand Canvas, their officers, officials, agents and/or employees, other participants, sponsoring agencies, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence and participation, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. .'

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY, AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

X \_\_\_\_\_ AGE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

### **FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all of the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE

OF THE RELEASEES, to the fullest extent permitted by law,

X \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_  
PARENT/GUARDIAN'S SIGNATURE (print name)

Participant's, enrollment in or participation in the activities of Provider or the use of its equipment.

The agreements of release and indemnification above include all claims arising in whole or in part from negligent (but not grossly negligent, reckless or intentionally wrong) acts of omissions of Released Parties or any of them, and all other claims, including the personal injury, wrongful death, property damage, products liability (including strict liability), breach of contract or warranty, or otherwise, whether foreseeable or not foreseeable. The agreements are intended to be enforced to the fullest extent allowed by law, and. to be binding on me as Participant and on me as parent or guardian of a minor Participant, individually and on behalf of the minor for whom I sign.

**V. ADDITIONAL PROVISIONS**

I authorize Provider to provide or obtain for me, or the minor Participant for whom I sign, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related to transportation. Any dispute between Provider and me or the minor child for whom I sign will be governed by the substantive laws of the State of North Carolina (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that State, in the County of Buncombe. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County. I agree to pay all costs and attorney's fees incurred by Provider in defending a claim or suit brought by me or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to' the extent a court or mediator determines that Provider is not responsible for the claimed injury or loss.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be amended except in writing. I understand that it is binding, to the fullest extent allowed by law, upon all persons signing below, our respective heirs, executors, administrators, wars, minor children (whether or not they are Participants) and other family members. If a Court or other appropriate authority to be invalid finds any part of this Agreement, the reminder of the Agreement nevertheless shall be in full force and effect.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Participant (if minor) \_\_\_\_\_ Date \_\_\_\_\_

NAME \_\_\_\_\_ Phone Number \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_