



**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, & COVENANT NOT TO SUE**

*(This is a legally binding document. Please read carefully before signing.)*

I hereby acknowledge that my participation in Barefoot Gardens (hereinafter “BFG”), whether as a subscriber or as a volunteer laborer or both, involves an inherent risk of and exposure to personal injury and/or property damage to myself and to others whom I bring to BFG (e.g., minors, family members, guests). I agree to all of the following statements:

- I am over the age of 18 years.
- I am or was a subscriber and/or a volunteer at BFG.
- By signing this agreement, I agree to all terms herein on behalf of myself, my family members, and any guests that I bring to, or allow to participate in any way in, BFG – including but not limited to BFG premises, activities, foods, *et cetera*. Any references herein to “me,” “my,” “I,” or similar, shall include such family members and guests.
- I am aware that there are potential and/or actual risks, hazards, and dangers involved in participating in BFG, including but not limited to: heat exhaustion, broken bones, sunburn, strains, sprains, cuts, abrasions, bruises, drowning, concussion, heart attack, and death.
- It is my sole responsibility to participate only in those activities for which I feel I have the physical ability.
- It is my sole responsibility to exercise due care and caution when I am at BFG, including the monitoring of and protection of any minors or guests that I bring to BFG, and the care of any personal property that I bring to BFG.
- BFG, and its owners, members, volunteers and agents (hereinafter “Released Parties”) make no warranty as to the condition, safety, or suitability of any BFG equipment, vehicle, property, building, food, premises, *et cetera*.
- I am solely responsible, through my insurance or otherwise, for any hospital or other costs arising out of any personal injury or property damage sustained through my participation in BFG, and hold harmless the Released Parties in the event of any personal injury or property damage that I sustain.
- I agree that the Released Parties are in no way responsible for any injuries or damages that might arise from, or that are connected in any way to, my consumption of alcohol while at BFG.
- I hereby assume any and all such risk related to my participation in BFG. For the sole consideration of Released Parties allowing my participation in and presence at BFG, I hereby waive liability, release, indemnify, hold harmless, covenant not to sue, and forever discharge Released Parties from any and all liability, claims, demands, rights, and causes of action of whatever kind, known or unknown, arising from or by reason of any personal injury, property damage, or the consequences thereof, whether caused by the negligence or carelessness of the Released Parties or otherwise resulting from or in any way connected with my participation in BFG.
- I further understand and agree that: Released Parties do not have medical personnel available at BFG or otherwise; Released Parties are granted permission to authorize emergency medical treatment for me; that such action by Released Parties shall be subject to the terms of this *Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue*; and that Released Parties assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.
- I understand that acceptance of this *Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue* by Released Parties shall be effective during the entire time that I participate in BFG (including current and future seasons); that it binds me and my heirs, executors, administrators, and assigns; that it shall be construed in accordance with the laws of the State of Illinois; and that, if any of its terms or provisions are held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not thereby be affected.

I have read, understand, and have freely and voluntarily signed this *Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue*. Signed and agreed upon on this (date) \_\_\_\_\_ day of (month) \_\_\_\_\_, 2012.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature