



Way To Grow Release of Liability, Indemnity Agreement, and Assumption of Risk

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS.

In consideration of being permitted by Way to Grow (hereinafter "WTG") to participate in activities and to use WTG's equipment and facilities, now and in the future, I _____, as a Parent, designated Representative or Legal Guardian of _____, a minor (hereinafter "Minor"), hereby grant permission to allow Minor to participate in all activities at WTG and agree to all terms of this **Release of Liability, Indemnity Agreement, and Assumption of Risk Agreement** (hereinafter "Agreement"). I, on my own behalf and on behalf of Minor, agree to release, indemnify and discharge WTG, its owner, directors, managers, members, partners, employees, independent contractors, volunteers, manufacturers, equipment providers, participants, lessors, affiliates, subsidiaries, related and affiliated entities, successors and assigns (hereinafter "Protected Parties"), of and from all claims, demands and causes of action on behalf of myself, my spouse (if married), my children, my parents, my heirs, assigns, personal representative and estate to the fullest extent allowed by law.

1. I understand and acknowledge that the activity of the Minor is about to voluntarily engage in as a participant bears certain known and also unanticipated risks which could include but not be limited to physical, emotional, or psychological injury, paralysis, illness or disease, death or damage to Minor, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities at WTG.

Among other things, use of WTG equipment entail certain risks that cannot be eliminated without jeopardizing the essential qualities of the activity. Use of equipment may expose participants to the usual risk of cuts, scrapes, bruises, and rug burns. Other more serious risks exist as well. Participants may fall off equipment, sprain, injure, or break fingers, toes, wrists, feet, legs, back, or neck, and can suffer more serious bodily injuries as well. If Minor is injured and requires medical assistance, I as Parent, designated Representative or Legal Guardian of Minor assume full liability and responsibility for the expenses.

Furthermore, WTG employees and Protected Parties have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. I do hereby release, waive, discharge, WAY TO GROW, and its Protected Parties from liability from any and all claims arising from the ordinary negligence of WAY TO GROW or the other Protected Parties arising from participation in any WAY TO GROW activities.

2. I agree that this Agreement is made on behalf of the Minor participant and that all of the releases, waivers and promises herein are binding on that Minor participant. I represent that I have full authority as Parent, designated Representative or Legal Guardian of the Minor participant to bind the Minor participant to this Agreement.
3. I expressly agree and promise to accept and assume all risks in having Minor participate in activities. The Minor's participation in activities is purely voluntary, and I elect to have Minor participate in spite of all the known and also unanticipated risks.
4. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless WTG and all Protected Parties from any and all claims, demands, costs, damages and causes of action, in connection with Minor's participation in or use of WTG equipment and facilities, including any such claims which allege negligent acts or omissions of the Protected Parties. This release and indemnity includes, but is not limited to, claims for personal injury, property damage, theft, or otherwise which I, or Minor, might incur.

5. Should WTG or anyone acting on its behalf, incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.
6. I certify that I have adequate insurance to cover any injury or damage that Minor may cause or suffer while participating in all WTG activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that Minor may have.
7. I certify that, to the best of my knowledge, the Minor does not have a health condition that would make it inadvisable for the Minor to participate in WTG activities.
8. I grant WTG the irrevocable right and permission to photograph, videotape and/or record me and/or Minor and to use my or the Minor's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without restriction as to alteration. I waive any right to inspect or approve the use of the photograph, videotape and/or recording, and acknowledge and agree that the rights granted in this Agreement are without compensation of any kind. All photographs, videotapes and/or recordings will belong exclusively to WTG.
9. I agree not to disclose or divulge to any third party any proprietary WTG information I learn while visiting the WTG facility. I also agree not to use any photograph of the WTG facility for any commercial purpose without WTG's prior knowledge and/or written consent. I acknowledge that any violation of this provision could subject me to claims for damages and other relief.
10. In consideration of not being required to sign a new copy of this Agreement before each visit, I further agree that this Agreement will apply to all future visits of the Minor to WTG for the duration of the summer sessions and beyond.
11. By signing below, I confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire release agreement with Way to Grow and cannot be modified or changed in any way by representations or statements by any agent or employee of Way To Grow. I further expressly agree that the foregoing Release of Liability, Indemnity Agreement, and Assumption of Risk is intended to be as broad and inclusive as is permitted by the laws of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
12. I acknowledge that I have had sufficient opportunity to read this Agreement in its entirety that I understand its content, I understand that it affects my legal rights, and I agree to be bound by its terms. I also agree that if anyone is hurt or I suffer property damage during the Minor's participation in activities, I may be found by a court of law to have waived my or the Minor participant's right to maintain a lawsuit against WTG and the Protected Parties due to this release.

Signature of Parent or Legal Guardian of Minor

Today's Date

Print Name of Parent or Legal Guardian of Minor

Print Name of Minor

Minor Birth Date

Address: _____

City: _____ **State:** _____ **Zip:** _____

Email Address: _____ **Phone:** _____

Emergency Contact: _____ **Phone:** _____

Relation: _____