

RELEASE AND AGREEMENT TO HOLD HARMLESS

Healing Stones Foundation offers to the undersigned courses and events (the “Activities”) at properties it owns. I understand and acknowledge that my participation in the Activities is voluntary. In consideration of the properties being made available to me for the Activities, and the agreement of Healing Stones allowing me to participate in the Activities and INTENDING TO BE LEGALLY BOUND, I HEREBY AGREE TO THE FOLLOWING:

1. I PROMISE NOT TO SUE HEALING STONES FOUNDATION, LIFEWORKS FOUNDATION AND/OR ANY OF THEIR OFFICERS, DIRECTORS, TRUSTEES OR EMPLOYEES (who are referred to in this Agreement as “RELEASEES”) FOR ANY INJURIES OCCURRING WHILE I AM PARTICIPATING IN THE ACTIVITIES:

In consideration for receiving permission to participate in the Activities, I release from, and covenant not to sue the RELEASEES for, all claims related to any loss that may be sustained by me, including but not limited to, loss of life, other serious injury, including, but not limited to, or damage to any property belonging to me, whether caused by the negligence of the RELEASEES or otherwise, while participating in Activity.

2. I AM AWARE OF THE RISKS OF CHOOSING TO PARTICIPATE IN THIS ACTIVITY, AND I ACCEPT RESPONSIBILITY FOR THESE RISKS:

I understand the risks involved in participating in the Activities. These risks include, but are not limited to death and/or any other damage or injury, resulting from my participation in the Activities, such as broken bones, sprains, cuts, burns, concussions and tissue damage of any kind including injuries that may be sustained from making pottery, hiking in the forest and participating in or being around farm operations. I further acknowledge and understand that the Activities may pose risks associated with the use and/or malfunction of equipment. I voluntarily assume full responsibility for any risks of loss property damage, and personal injury that may be sustained by me as a result of my participation in the Activities, whether caused by the negligence of the RELEASEES or otherwise.

3. I WILL REIMBURSE RELEASEES FOR ANY COSTS THEY INCUR BECAUSE OF MY PARTICIPATION IN THE ACTIVITIES.

I agree to indemnify the RELEASEES for any expenses or liability, including medical bills, court costs, and attorneys’ fees, that they may incur due to my participation in the Activities, or as a result of suits filed or claims made arising from my participation in the Activities, even if this loss is a result of the negligence of RELEASEES.

4. THIS AGREEMENT WILL ALSO PREVENT MY FAMILY OR OTHER REPRESENTATIVES FROM SUING RELEASEES:

It is my intent that this Release/Hold Harmless Agreement shall bind the members of my family including my children and spouse, if I am alive, and my estate heirs, administrators, assigns, and/or personal representative, if I am deceased. This Release/Hold Harmless Agreement shall be deemed as a release, waiver, discharge, and consent not to sue RELEASEES regarding any claims these parties may have against RELEASEES relating to my participation in Activity, even if these claims arise out of the negligence of RELEASEES.

(Please read page 2 on reverse side.)

5. I UNDERSTAND AND AGREE THAT RELEASEES WILL NOT HAVE MEDICAL PERSONNEL AVAILABLE DURING ANY PART OF THE ACTIVITES. I FURTHER UNDERSTAND AND AGREE THAT THE RELEASEES' EMPLOYEES ARE GRANTED PERMISSION TO AUTHORIZE EMERGENCY MEDICAL TREATMENT, IF THEY BELIEVE SUCH EMERGENCY TREATMENT IS NECESSARY, AND THAT ANY SUCH ACTION BY THE RELEASEES OR THEIR EMPLOYEES IN SECURING EMERGENCY MEDICAL TREATMENT SHALL BE SUBJECT TO THE TERMS OF THIS AGREEMENT. I ALSO UNDERSTAND AND AGREE THAT THE RELEASEES ASSUME NO RESPONSIBILITY FOR ANY INJURY OR EMERGENCY MEDICAL TREATMENT.
6. IN THE EVENT THAT ANY PROVISION IN THIS AGREEMENT IS DEEMED TO BE UNENFORCEABLE, THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.
7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE WITHOUT REGARD TO ITS CONFLICTS OF LAWS.
8. THE TERMS OF THIS RELEASE SET FORTH THE ENTIRE AGREEMENT BETWEEN ME AND RELEASEES. NEITHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS RELEASE BY ANY STATEMENT OR REPRESENTATIONS NOT CONTAINED IN THIS RELEASE.
9. I REPRESENT THAT THERE ARE NO HEALTH-RELATED REASONS OR CONDITIONS WHICH PRECLUDE OR RESTRICT MY PARTICIPATION OR THE PARTICIPATION OF MY FAMILY MEMBERS IN THE ACTIVITIES.
10. I ASSURE THE RELEASEES THAT I AND ANY OF MY FAMILY MEMBERS PARTICIPATING IN THE ACTIVITIES HAVE ADEQUATE HEALTH INSURANCE TO PROVIDE FOR AND PAY FOR ANY MEDICAL EXPENSES THAT I INCUR, DIRECTLY OR INDIRECTLY, AS A RESULT OF MY OR MY FAMILY MEMBERS' PARTICIPATION IN THE ACTIVITIES.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND THAT I SIGN VOLUNTARILY.

Date of the event: _____

Participant's signature

Parent's Signature, if Participant is a Minor

Print Name

Print Name

Today's Date: _____

Today's Date: _____