

Release and Waiver of Liability Agreement

WHEREAS, The City of Manchester, Tennessee ("Owner") is the owner of property known as the Manchester Event Center ("Premises") and is willing to permit the individuals signing this Agreement to use the Premises for the purpose of a Silent Disco, upon the terms and conditions of this Agreement.

In consideration for being provided access to and use of the Premises, each person signing below hereby stipulates and agrees:

1. Assumption of Risk. I/We understand and acknowledge that the activities that take place on the Premises may be dangerous and may involve the risk that the user could sustain an injury, disability, and/or property damage. I/We understand that the activities that take place on the Premises may not be individually supervised and that the Owner of the Premises does not provide medical services. I and/or my child/ward VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO OUR USE OF AND PARTICIPATION OF ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.

2. Release from Liability. I/We hereby agree, on behalf of myself, my child/ward, my heirs and my personal representatives, to fully and forever discharge and release Owner and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premises, whether caused by the negligence of the Owner or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premises.

3. Indemnification. I/We hereby agree to defend, indemnify and hold harmless Owner and the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my or my child/ward's use of the Premises or participation in any activities on the Premises.

4. Responsibility for Personal Property. I/We acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises and that Owner will not be responsible for or provide any security for my property and personal belongings.

5. Survival. Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

6. Severability. If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

7. Entire Agreement; Modification; Binding Effect. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

Release and Waiver of Liability Agreement (Premises) (TN)

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND IF NOT, MY PARENT OR GUARDIAN IS SIGNING AND ACKNOWLEDGING THE SAME, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

By:

Name:

[Date]

Participant/Minor

By:

Name:

[Date]

Parent