

ADULT RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

I, _____,

Print First Name

Print Middle Name

Print Last Name

hereby acknowledge that I have VOLUNTARILY applied to participate in pumpkin catapult/trebuchet recreational / sporting activities. I understand and I am aware that pumpkin catapult/trebuchet is a hazardous activity. I understand that pumpkin catapult/trebuchet and the use of catapult/trebuchet devices involve a risk of injury and that there is a possibility that I could be injured while participating in this activity.

I hereby agree to, and expressly assume the risks of injury while engaged in pumpkin catapult/trebuchet recreational / sporting activities, whether during the preparation, loading/unloading, triggering or travel to or from the firing area.

I hereby irrevocably release the Highlands Tourism Partnership and property owners, their employees, volunteers, sponsors, agents, successors, heirs, assigns, affiliates and legal representatives ["Released Parties"] from all claims, rights, demands or actions for ordinary negligence which I or my successors, heirs or assigns may have against the Released Parties in connection with the Last Fling Pumpkin Sling activities. I agree not to make a claim against or sue the Released Parties for injuries, death or property damages relating to the catapult/trebuchet activities and/or the use of the catapult/trebuchet equipment, even if any injury, death or damage is caused to me or my property is due to the ordinary negligence of the Released Parties or the dangerous condition of any property upon which the catapult/trebuchet activities may take place.

I further understand and agree that this release extends to all claims for ordinary negligence, known, unknown, suspected or unsuspected, arising out of the catapult/trebuchet activities.

I hereby agree to and accept the terms and conditions of this Release of Liability and Assumption of Risk Agreement. This Release of Liability and Assumption of Risk Agreement constitutes the final and entire agreement between the Released Parties and the undersigned concerning this subject matter.

In the event of litigation with respect to the catapult/trebuchet activities or this agreement, the prevailing party shall be entitled to recover attorney fees and the costs of litigation. I certify that I am eighteen (18) years of age or older and that I have no medical or mental condition that prevents me from participating in the catapult/trebuchet activities.

I have carefully read this Release of Liability Agreement and I fully understand it."

_____ Team Name

_____ Signature

_____ Print Full Name _____ Date

MINOR RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

I, _____, the parent or Legal Guardian of

_____ (print full name of child) hereby acknowledge that I have VOLUNTARILY agreed to allow said child to participate in pumpkin catapult/trebuchet activities.

I understand and I am aware that pumpkin catapult/trebuchet is a hazardous activity. I understand that pumpkin catapult/trebuchet and the use of catapult/trebuchet equipment involves a risk of injury and that there is a possibility that the child could be injured while participating in this activity.

I hereby agree to, and I expressly assume the risks of injury while the child is engaged in pumpkin catapult/trebuchet recreational/sporting activities, whether during the preparation, loading/unloading, triggering or travel to or from the firing area.

I hereby irrevocably release the Highlands Tourism Partnership and property owners, their employees, volunteers, sponsors, agents, successors, heirs, assigns, affiliates and legal representatives ["Released Parties"] from all claims, rights, demands or actions for ordinary negligence which I, or the child, or our successors, heirs or assigns may have against the Released Parties in connection with the catapult/trebuchet activities. I agree not to make a claim against or sue the Released Parties for injuries, death or property damages relating to the catapult/trebuchet activities and/or the use of the catapult/trebuchet equipment, even if any injury, death or damage is caused to the child or property is due to the ordinary negligence of the Released Parties or the dangerous condition of any property upon which the catapult/trebuchet activities may take place.

I further understand and agree that this release extends to all claims for ordinary negligence of every nature and kind whatsoever, known, unknown, suspected or unsuspected, arising out of the catapult/trebuchet activities and I hereby expressly waive all rights.

I hereby agree to and accept the terms and conditions of this Release of Liability and Assumption of Risk Agreement. This Release of Liability and Assumption of Risk Agreement constitutes the final and entire agreement between the Released Parties and the undersigned concerning this subject matter.

In the event of litigation with respect to the catapult/trebuchet activities or this agreement, the prevailing party shall be entitled to recover attorney fees and the costs of litigation.

I certify that I am eighteen (18) years of age or older and that said child has no medical or mental condition that prevents the child from participating in the catapult/trebuchet activities.

Please check, print and sign below

_____ Team Name

_____ I have carefully read this Release and I fully understand it

_____ Print Full Name of Parent or Legal Guardian

_____ Signature of Parent or Legal Guardian

_____ Date

Please fill out the appropriate form for each member of your team. There may be up to 8 team members, plus two advisors for youth teams, in the pit at a time. Each team will be allowed 5 minutes to fire their shot and each team will get three attempts.

The first team in line will shoot one shot. The next shot will be taken by the next device in line. Once the end of the line is reached, the first team will take their second shot.

We expect there will be between 20-25 machines on the line each day.

You may rotate your team members in the pit from shot to shot. Make sure that anyone who intends to be in the pit has a waiver on file with organizers or they will not be allowed in the pit.

For participants under 12 years of age, they must be accompanied by a parent, with no more than a total of 6 youth in the pit.

Advisors: Please keep an eye on your students and remind them of the dangers of walking behind machines that are in the process of preparing to shoot.