



# LOCKERLY ARBORETUM FOUNDATION

## RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

*(READ CAREFULLY BEFORE SIGNING)*

The undersigned hereby agrees that, for the sole consideration of Lockerly Arboretum Foundation (the "Foundation"), a non-profit organization, allowing the undersigned to participate in voluntary recreational and educational programs and activities in connection therewith, and making available to the undersigned for his/her use while participating in such programs or activities, certain equipment, facilities, grounds, or personnel of the Foundation, the undersigned participant does hereby waive liability, release and forever discharge the Foundation, its members individually, its officers, directors, agents, or employees, from any and all demands, rights, and causes of action of whatever kind or nature, arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from my voluntary participation in or in any way connected with such recreational and educational programs and athletic activities.

I further covenant and agree that, for the sole consideration stated above, I will not sue the Foundation, its members individually, its officers, directors, agents, or employees for any claim for damages arising or growing out of my voluntary participation in recreational, educational programs or athletic activities.

I understand that the acceptance of this Release, Waiver of Liability, and Covenant Not to Sue the Foundation or any agent or employee thereof, shall not constitute a waiver, in whole or in part, of sovereign or official immunity by said Board, its members, officers, directors, agents, and employees.

This Release, Waiver of Liability and Covenant Not to Sue shall remain in effect for as long as I am a participant in educational programs or recreational activities offered by the Foundation. I certify that I am \_\_\_ years of age, suffer under no legal disabilities, and that I have read the above carefully before signing.

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Witness:** \_\_\_\_\_

**Signature of parent/guardian (if under 18):** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_