

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR THE CEDAR VALLEY MAKERS

This is an important legal document. Allow yourself sufficient time to carefully read and understand the entire document, because by signing it, YOU ARE AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS. [] *Initial*

Representation, Warranties, & Assumption of Risk: In consideration for receiving permission to use or visit the Cedar Valley Makers, Inc (hereinafter referred to as CVM) facilities I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, CVM, its officers, agents, landlords, employees, other Members or other representatives (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted. [] *Initial*

I am fully aware of the unusual risks involved and hazards connected with activities, equipment, tools and materials used in the CVM facilities, as well as the hazards potentially present with Members of various skill levels participating in said activities. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained by me, or my dependents, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. [] *Initial*

Covenant Not to Sue: I agree never to institute any suit or action at law or otherwise against any of the RELEASEES, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence and/or fault, either active or passive, of any of the RELEASEES. I further expressly agree that I will never raise any claim against any of the RELEASEES for product liability, failure to warn, negligence, breach of warranty, breach of contract, or strict liability, regardless of whether my claims for damages or injuries are alleged to result from the fault or negligence of the RELEASEES. [] *Initial*

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, which they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE. [] *Initial*

Severability/Multiple Waivers: I agree that should one or more of the provisions in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me. If I have executed any other agreement containing provisions relating to the exemption and/or covenant not to sue in connection with the activities covered by this Agreement, I agree that the agreement which provides the most protection from liability and/or suit to the Cedar Valley Makers, Inc shall be enforceable against me. [] *Initial*

Continuation of Obligations: I agree and acknowledge that the terms and conditions of this Agreement shall continue in force and effect now and in the future at all times during which I shall participate in the activities covered by this Agreement and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement supersedes and replaces any prior such agreement I have signed. [] *Initial*

I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Iowa. [] *Initial*

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same. [] *Initial*

Print Name	
Signature	Date

Witness Print Name	
Witness Signature	Date

**Please read each paragraph carefully. Your signature indicates you understand and agree to all of the information and terms contained therein.*

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and/or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and is fully responsible and agrees to save and hold harmless and indemnify each and all of the RELEASEES from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Participant's Name	Age
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Print Guardian Name	
Guardian Signature	Date