



RELEASE AND LIABILITY WAIVER

PART A – PARTICIPANT RELEASE AND WAIVER

1. I HEREBY RELEASE, WAIVE, AND COVENANT NOT TO SUE Christmas for Kids, Progress Rail Services Corporation, Hampton Cove Golf Course, event volunteers and other participants (collectively, the "Releasees") for and from all liability and any damages in the event of any injury or damage resulting from the undersigned's presence or participation in the event.
2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from any loss, liability, damage, or cost they may incur due to the presence or participation of the undersigned in the event, whether caused by the negligence of any of the Releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of any of the other participants, Releasees or otherwise due to the undersigned's presence or participation in the event.
4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event are dangerous and involve the risk of serious injury and/or death, and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as inclusive as is permitted by the law of Alabama and that if any portion thereof is held invalid it is agreed that the balance shall continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

Signed: _____

Date: _____

Print Name: _____

PART B - PARENT/GUARDIAN WAIVER — IF PARTICIPANT IS UNDER 18

If the participant is under 18 years of age, the parent(s) or guardian(s) must also execute this Part B waiver.

The undersigned parent(s) or guardian(s) of _____ *[Name of Minor]* do hereby represent that he/she (they) is (are), in fact acting in such capacity and agree to save and hold harmless and indemnify the Releasees from all liability, loss, cost, claim or damage whatsoever as may be imposed upon the Releasees because of any defect in or lack of such capacity to so act and release, said Releasees.

Parent/Guardian Signature

Relationship to Minor

Print Parent/Guardian Name