



WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

In consideration of my use of The Bomax Ranch and Retreat, I agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns (the "Releasors"), **HEREBY DO RELEASE** The Bomax Ranch and Retreat, its owners, shareholders, officers, directors, employees, volunteers and agents (the "Bomax Ranch and Retreat Releases") from any cause of action, claim, or demand of any nature whatsoever (except for their gross negligence or willful misconduct) which the Releasors may now have or have in the future against the Bomax Ranch and Retreat Releases on account of personal injury, property damage, death or accident of any kind, arising of or in any way related to my use of The Bomax Ranch and Retreat, whether that use is supervised or unsupervised, and however the injury or damage is caused, including but not limited to the negligence of The Bomax Ranch and Retreat Releases. I further covenant that I shall bring no civil action against The Bomax Ranch and Retreat Releases based upon any of the foregoing. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using The Bomax Ranch and Retreat and that by signing this Agreement, I am relieving The Bomax Ranch and Retreat Releases of any and all liability for such loss, damage or death (other than as a result of their gross negligence or intentional misconduct).

I do hereby further agree to **INDEMNIFY AND HOLD HARMLESS** The Bomax Ranch and Retreat Releases from any and all causes of action, claims, demands, losses or costs of any nature whatsoever (except for those resulting from the gross negligence or willful misconduct of The Bomax Ranch and Retreat Releases) arising out of or in any way relating to my use of The Bomax Ranch and Retreat (excluding any violation of environmental laws). I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of The Bomax Ranch and Retreat.

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally

binding and that I am signing this agreement, after having carefully read it, of my own free will.

Today's Date: _____

Participant Name: _____

Participant Signature: _____

Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Emergency Contact: _____ Phone: _____

If Participant is under 18 years old: Parent/Guardian Consent

I, as parent or guardian of the above minor under 18 years of age, hereby consent, on behalf of the said minor, to the terms and conditions set forth in this Waiver of Liability; Indemnification Agreement and Covenant Not To Sue.

Parent/Guardian Signature: _____

Warning: Under Georgia Law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises.