



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION OF being permitted to participate in a Green Bay Botanical Garden event, the Undersigned, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, the Green Bay Botanical Garden, their directors, officers, members, agents and employees, all for the purposes herein referred to as "The Garden", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE UNDERSIGNED'S ENTRANCE UPON AND USE OF THE GREEN BAY BOTANICAL GARDENS SITE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS The Garden FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the ENTRANCE UPON AND USE OF THE GREEN BAY BOTANICAL GARDEN SITE WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the undersigned's entrance upon the Green Bay Botanical Garden Site whether caused by the NEGLIGENCE OR RELEASEES or otherwise.
4. HEREBY acknowledges that ENTRANCE UPON THE GREEN BAY BOTANICAL GARDEN SITE MAY BE DANGEROUS and may involve risk of serious injury and/or death and/or property damage.
5. HERBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by The Garden and is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. HEREBY state that I am eighteen (18) years of age or older.
7. HEREBY agree to the one-way direction of traffic and 5 mph speed limit in the Schneider Family Grand Garden. We will be responsible for any damages done to the property and payment for repairs.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARATEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABLITLY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Contact Signature \_\_\_\_\_ Company Name \_\_\_\_\_