

Waiver of Liability & Assumption of Risk Agreement Use of Premises | Model Release 8690 S. County Rd 575 E., Mooresville, IN 46158

8690 S. County Rd 575 E., Mooresville, I

## WAIVER

Inconsideration of my use of/on the premises of **Puckett Farm, LLC, "Property"** of **Kenneth "Doug" Puckett & Robbin R Puckett (Puchay & Co.) "Owners"** ... I for myself, my heirs, personal representative(s) or assigns, do hereby release, waive, discharge, and covenant not to sure the above named property or owners, its trustees, directors, offices, employees and/or agents from liability from any and all claims including negligence resulting in personal injury, accidents, or illnesses, I(including death) and/or property loss arising from the use of the premises.

# **ASSUMPTION OF RISK**

The Property & Owners carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid certain injuries. *I have read the above paragraph and I know as well as understand and appreciate these and other risks are inherent in the activity I consent to participate in.* I hereby assert that my participation is voluntary and I knowingly assume all such risks.

# INDEMNIFICATION AND HOLD HARMLESS

I agree to indemnify and hold harmless the Property & its Owners, its trustees, directors, officers, employees and agents from any and all claims, actions, suites, costs, expenses, damages and liabilities, including attorney fees as a result of the use of these premises.

# SEVERABILITY

The signature below further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as permitted by the laws of the state of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

# ACKNOWLEDGEMENT OF UNDERSTANDING

I have read all the above and fully understand its terms. I acknowledge that I am signing this form freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Clearly PRINT FULL NAME

SIGNATURE

Date

Minor Child's Name

puchay.com | 317.340.4452