



CABBAGETOWN NEIGHBORHOOD IMPROVEMENT ASSOCIATION

177 Estoria Street SE, Atlanta GA 30316 / www.cabbagetown.com / info@cabbagetown.com

CNIA

NOTICE: Read this entire Waiver carefully before signing. By signing this Waiver, you give up certain legal rights.

In consideration of activities provided by **Cabbagetown Neighborhood Improvement Association** (“**CNIA**”), I, an adult participant, or parent or legal guardian (Parent) of a minor (individual less than 18 years old) participant, for myself and on behalf of the minor, acknowledge and agree as follows:

Activities. Activities offered may include use of power tools, paint, gasoline, and blades. Participation in these activities may require the use of hazardous liquids and chemicals, extremely sharp tools and objects, small tools and objects, heavy objects, paint, painting tools, dangerous equipment, staples and fasteners, flammable liquids and materials, and various other items not named here. Activities may occur on premises not owned or controlled by CNIA.

Risks & Assumption of Risks. I understand and acknowledge that there are dangers and risks (“risks”) involved in participating in activities offered by CNIA, or by being in the vicinity of activities offered by CNIA, that can cause injury (including permanent disability), property damage, death, or other loss to me, my child, or others. These risks include, but are not limited to: falling down, tripping; back, bone, joint, head, neck, muscle or spinal injuries; cuts, scrapes, burns, skin irritation, skin staining, eye injuries; choking; allergies; poisoning; equipment malfunctions or failure; heat stroke, heat exhaustion, sunburn, dehydration, or other bodily injuries; damage to clothing and/or damage or loss to my property or the property of others; negligence, misjudgments, acts, or omissions by participant, others, and/or CNIA; and participant’s personal health risks. The risks listed in this Waiver are not exhaustive. Other risks may exist. CNIA cannot guarantee my or my child’s safety or eliminate any of these risks. If I am the Parent of a minor participant, I have discussed the risks with the minor participant, who understands and accepts them. Participant is voluntarily participating with knowledge of the risks. Participant (and the Parent of a minor) assumes and accepts full responsibility for participant, for the inherent and other risks of these activities (both known and unknown) and for any injury, damage, death, or other loss suffered by participant (and the parent of a minor), resulting from those risks, including the risk of participant's own negligence or other misconduct.

Release and Indemnity. I, an adult participant or Parent (for myself and on behalf of the minor participant) agree to release and not to sue CNIA and its respective members, employees, agents, volunteers, and staff (“Released Parties”) with respect to any and all claims of injury, disability, death, products liability (including strict liability) or other loss or damage to person or property suffered by me or by the minor participant, arising in whole or part from my (or the minor participant’s) participation in or attendance at CNIA activities or events. In addition, I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney’s fees) Released Parties from any and all claims of injury, disability, death, products liability (including strict liability) or other loss or damage to person or property, brought by me or by or on behalf of the minor participant, another participant, a member of my, or the minor participant’s, family, or anyone else, arising out of or in any way related to a loss suffered by me or the minor participant, or caused by me or the minor participant. This agreement to indemnify includes my agreement to indemnify CNIA for property damage caused by me or my child to CNIA property or the property of others.



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These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence of a Released Party, but not gross negligence of a Released Party.

Other Provisions. I agree to read all warning labels on each product before use and to follow all instructions provided by CNIA. This agreement shall be governed by Georgia Law without giving effect to any choice or conflict of law rule. If any term or provision of this Waiver is held to be illegal or unenforceable under applicable law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver constitutes the sole and entire agreement of the parties to this agreement. This Waiver replaces and supersedes any former CNIA Waiver, and any oral or written statements made by or to me/my child at any time by anyone in connection with any CNIA activities. This Waiver is effective from the date signed until a subsequent Waiver is signed by Participant or Parent. I understand that I cannot terminate, cancel, or revoke this Waiver for any reason. I authorize CNIA to obtain or provide medical care to participant and agree that I will be responsible for the payment of any and all medical services rendered. I also give permission for media coverage of participant to be disseminated for public relations purposes without any personal compensation.

This Wavier is effective in regard to participant's enrollment or participation in all activities from the date signed until a subsequent Waiver is signed by participant or participant's parent and shall remain in full force and effect for all activities participated in by participant up until that point.

Volunteer further indemnifies, holds harmless, and releases from further obligation: Cabbagetown Initiative, its representatives or members; Cabbagetown Neighborhood Improvement Association, its representatives, members, or officers; and any associated volunteer projects; from any and all liabilities or claims made as a result of participation near Forward Warrior, whether caused by negligence or otherwise.

Signing this Agreement, is an acknowledgement of reading and fully understanding the above release and a durable agreement to be bound thereby.

Printed Name: _____

If under 18 yrs, Legal Guardian's Printed Name: _____

Signature: _____
(or Legal Guardian's Signature)

Date _____

2022/CNIA