

CITY OF LESLIE
RELEASE OF LIABILITY

***** READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS *****

In exchange for participation in the activity of _____
organized by _____, and/or use of the
property, facilities and services of the City of Leslie, 108 Commerce St., Leslie, Georgia, 31764,
I, _____, on behalf of myself, my family members,
and/or members of my organization or event agree to the following:

1. **AGREEMENT TO FOLLOW RULES:** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the City of Leslie, or the employees, representatives or agents of the City of Leslie.
2. **ASSUMPTION OF THE RISKS AND RELEASE:** I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and/or members of my organization or event, and further release and discharge the City of Leslie for injury, loss or damage arising out of the use of or presence upon the facilities of the City of Leslie, whether caused by the fault of myself, my family members, members of my organization or event, the City of Leslie or other third parties.
3. **INDEMNIFICATION:** I agree to indemnify and defend the City of Leslie against all claims, causes of action, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from the use of or presence upon the facilities of the City of Leslie.
4. **FEES:** I agree to pay for all damages to the facilities or property of the City of Leslie caused by any negligent, reckless, or willful actions by me, my family, and/or members of my organization or event.
5. **APPLICABLE LAW:** Any legal or equitable claim that may arise from participation in the above shall be resolved under Georgia law.
6. **NO DURESS:** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel to review this Agreement if I so desire. I further agree and acknowledge that the City of Leslie has offered to refund any fees I have paid to use its facilities or property if I choose not to sign this Agreement.
7. **ARM'S LENGTH AGREEMENT:** This Agreement and each of its terms are the product of any arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. **ENFORCEABILITY:** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision in this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____

EMERGENCY CONTACT: In case of any emergency, please call:

Name: _____

Relationship: _____

Contact Number(s): _____

Received/Witnessed By

Date