

PHILIPS OUTDOOR CENTER, INC
AFFIRMATION AND LIABILITY RELEASE 2019

Print, read carefully before signing
Recreational Activities

IN CONSIDERATION of the opportunity afforded to me to participate in recreational activities, such opportunity afforded to me at my specific request in the location known as Philips Outdoor Center, Inc., located at 1711 East Washington Street, in Muncie, Indiana, and in recognition of the possible dangers, foreseen or unforeseen, to which I voluntarily subject myself in participating in recreational activities,

I, the undersigned, _____, hereby affirm that I am over the age
(Name - Please Print)

of eighteen (18) years, or have my parent or guardian's permission as indicated by their signature below, **HEREBY AGREE AS FOLLOWS:**

1. I knowingly, freely and voluntarily, for myself, my heirs, personal representatives and assigns, WAIVE any right or cause of action, of any kind whatsoever, arising as a result of my participation in recreational activities, on the grounds and in waters located at Philips Outdoor Center, Inc. The validity, interpretation, and any dispute thereof, regarding this release shall be controlled by and construed under the laws of the State of Indiana.

2. I hereby assume all risks and dangers and all responsibility for any injury, illness, or losses and/or damages, whether caused in whole or in-part by the negligence or other conduct of the owners, agents, officers or employees of Philips Outdoor Center, Inc., or by any other person, which could result in death or serious disability.

3. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Philips Outdoor Center, Inc., and their owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in recreational activities, or presence, at Philips Outdoor Center. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts of other conduct by the owners, agents, officers or employees of Philips Outdoor Center, Inc.

4. Should I, my heirs, personal representatives or assigns, institute any action against either Tom Leaird's Underwater Service, his associated Instructors or Assistant staff, arising out of injury or illness to myself or my property, as a result of recreational activities or my presence on the grounds of Philips Outdoor Center, then and in that event, I for myself and my heirs, legal representatives and assigns, **HEREBY AGREE** to pay all costs of such action, including attorneys fees incurred by them.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING BELOW HAVE AGREED TO ALL TERMS HEREIN.

SIGNATURE _____ AGE _____

ADDRESS _____ TODAY'S DATE _____

CITY _____ STATE _____ ZIP _____

PARENT OR GUARDIAN SIGNATURE _____

WITNESS SIGNATURE _____