

CAMPER'S WAIVER – EACH CAMPING ADULT MUST COMPLETE THIS FORM

Name _____ E-mail _____ Number: _____

Home Address _____

Emergency Contact Name: _____ Number: _____

IF also on behalf of Minor, Name of Minor & Relationship: _____

RELEASE, WAIVER AND INDEMNITY AGREEMENT

I ACKNOWLEDGE BY SIGNING THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT (“AGREEMENT”) THAT I AM RELEASING AND WAIVING MY RIGHT TO SUE THE TOWN OF GORDONSVILLE, AND THEIR AGENTS, EMPLOYEES, DIRECTORS, MEMBERS, OFFICERS, AFFILIATES, CONTRACTORS AND SUCCESSORS (“RELEASED PARTIES”) FROM, AND WITH RESPECT TO ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DEMANDS AND INDEBTEDNESS OF EVERY KIND AND NATURE RELATING TO MY USE OF AND PRESENCE ON PROPERTY OWNED, USED OR CONTROLLED BY THE RELEASED PARTIES. THIS AGREEMENT IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING.

I hereby request that the Released Parties allow me to access and use the Town Airport Property and surrounding land (hereafter the “Property”) for recreational purposes. I shall comply with the Town rules. I understand that this Agreement shall remain in force for ten (10) days from execution hereof and may only be extended by a written agreement of all parties. To induce the Released Parties to grant me permission to use the Town Airport Property, I hereby agree as follows: In consideration of being allowed the use and be present on the Property, or any portion thereof, I, for myself and my heirs and personal representatives, hereby RELEASE the Released Parties from and WAIVE MY RIGHTS TO SUE them with respect to all liability, claims, causes of action, demands and indebtedness of every kind and nature, at law or in equity, which I and my personal heirs and representatives may have or assert including, but not limited to, all rights and claims arising from or based upon any bodily injury, death or property damage which may occur during my use of or presence on the Property, including, without limitation, any claims arising from my own negligence and from the negligence of any Released Party.

I HEREBY HOLD HARMLESS AND INDEMNIFY the Released Parties with respect to all liability, claims, indebtedness, damages and expenses (including attorney’s fees) which are claimed, asserted or assessed by third parties against the Released Parties as a result of or in connection with my use of or presence on the Property.

I UNDERSTAND AND EXPRESSLY AND FULLY ASSUME ALL RISKS ASSOCIATED WITH MY USE OF AND PRESENCE ON THE PROPERTY INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY AND DEATH, AND ACKNOWLEDGE THAT THE RELEASED PARTIES OR ANYONE ON THEIR BEHALF WILL NOT BE AVAILABLE TO PROVIDE ANY ASSISTANCE TO ME IN CONNECTION WITH ANY INCIDENT WHICH MAY CAUSE PERSONAL INJURY OR DEATH.

I agree, for myself, my heirs, my next of kin, and my successors, that this Agreement is binding on me, my heirs, my next of kin, and my successors and that the above representations are contractually binding and are not mere recitals. I further agree that if I, my successors, my heirs or next of kin, assert a claim in contravention of this Agreement that I and my successors, heirs and next of kin shall be liable for the expenses (including legal fees) incurred by the Released Parties. I understand and agree that this Agreement may not be modified orally, and understand that a waiver of any provision must be in writing and signed by the Released Party to be affected thereby in every instance. This Agreement shall remain valid until revoked in writing and shall be binding. I agree that I am allowed to be present only on the Property; however, I further agree that if I am present on other property owned by a Released Party that this Agreement shall apply with full force and effect with respect to my use of and presence thereon.

I agree that this Agreement shall be governed by the laws of the Commonwealth of Virginia and that any legal proceeding relating to this Agreement or my presence on or use of the Property shall be brought and maintained in the Circuit Court for the County of Orange, Virginia. WITNESS the following signature and seal.

Date

Signature

Bring waiver and turn in at Aviation Day check-in