



OLDE HICKORY MILL PARK

OLDE HICKORY MILL PARK – RELEASE (For Adults and Minors)

For the purposes of this document, hereinafter referred to as the “Release,” the party intending to participate in the activity at the Tate Center at Olde Hickory Mill Park (the “Center”) shall be referred to as “Participant.” Olde Hickory Mill Park and its directors, officers, employees and agents, acting within the course and scope of their duties, shall be referred to as “OHMP.” The activity at the Center in which Participant will participate shall be referred to as the “Activity.”

Name of Participant: _____

Description of Activity: the Participant’s use of the Center for personal exercise, and/or basketball/volleyball court activities, and/or outdoor field activities, and uses attendant thereto.

1. Release, Waiver of Liability, and Assumption of Risk: In consideration of the opportunity afforded Participant to participate in the Activity at the Center, Participant hereby releases and forever discharges OHMP from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from or in connection with the Activity. Participant understands that this Release discharges OHMP from any liability or claim that Participant may have against OHMP with respect to any bodily injury, personal injury, illness, death, property loss, or property damage that may result from participation in the Activity. Participant understands and acknowledges that potential risks to health and personal property may be associated with participation in the Activity, and Participant voluntarily assumes those risks.

2. Medical Treatment and Pre-existing Medical Conditions: Participant hereby releases and forever discharges OHMP from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Activity. Participant will take for herself or himself any appropriate precautions or medications to treat and/or reduce the likelihood of exacerbating any pre-existing health conditions or allergies.

3. Other: This Release shall be binding and legally enforceable against Participant and Participant’s heirs, executors, administrators, and legal representatives. This Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. In the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release.

I HAVE CAREFULLY READ THIS RELEASE, AS WELL AS THE “TATE CENTER RULES & REGULATIONS.” FURTHERMORE, I UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONSENT TO ABIDE BY ALL RULES & REGULATIONS OF THE TATE CENTER. MY SIGNATURE BELOW ATTESTS TO THESE FACTS.

Signature of Participant (or Parent or Guardian if Participant is Under 18)

Name of Parent or Guardian (if Participant is Under 18)

Date