

GENERAL RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

This General Release of Liability and Hold Harmless Agreement (this “Agreement”) is executed on this ___ day of _____, 20__ by _____ (“Visitor”).

In consideration of Visitor being granted permission to enter upon, inspect, view, volunteer upon, and/or tour the property known as **Windy Knoll Memorial Sanctuary**, (the “Site”) the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

Visitor, for (himself/herself) and on behalf of (his/her) heirs, executors, administrators, successors and assigns, does hereby fully and forever release, acquit, and discharge Windy Knoll Memorial Sanctuary, LLC, its owners, officers, agents, employees, and assigns of and from any and all claims, demands, liabilities, loss, damage, expense, right or cause of action of whatever kind or nature, (specifically including, without limitation, such claims caused by or arising out of the above described entity or person’s **negligence** or **fault**) and including, without limitation, all claims, demands, liabilities, loss, damage, expense, right or cause of action for personal injury to me, death to me, or damage to any of my personal property arising in any way out of my entry or presence upon the Site. I hereby acknowledge that I am aware of, understand, and appreciate the risks inherent in my presence at the Site.

Visitor further agrees, for (himself/herself) and on behalf of (his/her) heirs, executors, administrators, successors and assigns, to indemnify, defend and hold harmless Windy Knoll Memorial Sanctuary, LLC, its owners, officers, agents, employees, and assigns, of and from any and all claims, demands, liabilities, loss, damage, expense (including attorney’s fees), right or cause of action of whatever kind or nature, from third-parties or otherwise, which in any manner may arise or be alleged to have arisen, or resulted, or be alleged to have resulted, from the presence or activities of Visitor on the Site, (specifically including, without limitation, claims of **negligence** or **fault**) and including, without limitation, all claims, demands, liabilities, loss, damage, expense, right or cause of action, for personal injury, death, or damage to any property.

I, _____, further state that I accept full responsibility for my safety and agree to fully comply with all safety rules and regulations of the general contractor while on the Site.

This Agreement shall not expire and shall apply for each and every entry or presence upon the Site by Visitor.

THIS IS AN IMPORTANT LEGAL DOCUMENT CONTAINING PROVISIONS CONSTITUTING A WAIVER OF LEGAL RIGHTS. READ THE ENTIRE DOCUMENT BEFORE SIGNING.

Signature: _____

Date: _____

Print Name: _____

Email: _____

Address: _____

Phone: _____