



**ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT
FOR MARCH OF DIMES WALK**

Participant: (Please Print) _____ **Age:** _____
Room Number: _____ **Cell phone number during activity:** _____

- 1. Assumption of Risk:** I understand that the March of Dimes walk is a HAZARDOUS ACTIVITY. I understand that the March of Dimes walk involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the March of Dimes walk, including but not limited to: falls, trips, slips, spills and bodily injury. I understand that having a Callaway Gardens employee present does not lessen the amount of severity of the risks of March of Dimes walk. I understand that the Callaway Gardens is not responsible for my safety. I understand and accept that minor injuries may become life-threatening emergencies when alone or far away from others or convenient facilities. Before deciding to participate in the walk, I have considered whether I have any pre-existing health conditions that may impact my ability to safely participate in this activity. Such health conditions include, but are not limited to: hearing and visual impairment, pregnancy, respiratory conditions, back, neck, and shoulder issues, epilepsy, motion sickness, heart conditions, intoxication, and other pain and physical limitations that could be exacerbated by a fall or collision. I hereby freely and expressly assume the risks of participating in the walk and accept the responsibility of any personal injury, death, property damage, or property loss suffered by me.
- 2. Release of Liability and Indemnification:** To the fullest extent permitted by law, for myself, my heirs, assigns, and beneficiaries, and any minor on whose behalf I sign this agreement: (1) I waive and release any and all losses, claims, or suits that I have or may have against Callaway Gardens Resort, Inc. and its parents, owners, directors, officers, shareholders, agents, employees, representatives, and insurers (collectively "Releasees") for personal injury, death, property damage, or property loss relating to the March of Dimes walk, regardless of Releasees' negligence or other unintentional conduct; and (2) I agree to defend, hold harmless, and indemnify Releasees from and against any and all third-party losses, claims, or suits for personal injury, death, property damage, or property loss relating to my participation in the March of Dimes walk, regardless of Releasees' negligence or other unintentional conduct.
- 3.** This agreement shall be governed by the applicable laws of Georgia. I also understand that if any part of this agreement is determined to be unenforceable; all other parts shall remain in and be given full force and effect. I agree that any claims I bring against the **RELEASEES** shall be submitted to the jurisdiction of Georgia and that no claims against the **RELEASEES** shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.
- 4.** I have read the above paragraphs and fully understand them. I intend this document to be interpreted as broadly as permissible by Georgia law.

Signature (Participant or Parent/Guardian): _____ **Date:** _____