

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

In consideration of the opportunity to access to the outdoor fitness course and facilities of FORTITUDE FARMS AND EVENTS, INC., I hereby agree to the following Waiver and Release of Liability (Agreement):

1. **Waiver and Release of Liability:** My participation with and on the premises of FORTITUDE FARMS AND EVENTS, INC., is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:
 - a. I hereby release and hold harmless FORTITUDE FARMS AND EVENTS, INC., its officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.
 - b. I recognize the physical exertion involved in training and exercising and attest and certify that I am physically fit to train and exercise safely, and I have not been advised otherwise by a health care professional.
 - c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my activities on the outdoor fitness course, including those sustained on the premises where FORTITUDE FARMS AND EVENTS, INC., is located and while I am traveling to and from such premises, regardless of the location or mode of transportation.
 - d. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

2. General Provisions:

- a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in Shiawassee County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.
- b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
- c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in access to the facilities of FORTITUDE FARMS AND EVENTS, INC.

Signature: _____ Printed Name: _____

Email: _____ Date: _____

I further understand that by executing this Waiver and Release of Liability I am specifically waiving any right my child or any of my child's heirs or assigns have or may have had against FORTITUDE FARMS AND EVENTS, INC., inaction or cause of action that may otherwise have had against FORTITUDE FARMS AND EVENTS, INC.

I am freely and voluntarily executing this document on behalf of my child after notice.

Parent/Guardian of _____

Printed Name: _____ Signature: _____