

The Henry Nehrling Society Inc. dba Nehrling Gardens
P.O. Box 884, Gotha, FL 34734

AGREEMENT, RELEASE, INDEMNIFICATION, COVENANT NOT TO SUE, AND WAIVER OF LIABILITY
(READ CAREFULLY BEFORE SIGNING)

In consideration of the acceptance of my participation and/or the participation of my child or ward, directly or as a volunteer or as a spectator or observer, at Nehrling Gardens (hereinafter, "Activities"), the undersigned agrees to assume the risks incidental to such participation and, on my own behalf, on behalf of my child or ward, and on behalf of my and my child's or ward's heirs, executors, administrators personal representatives, assignees and next of kin, I release, indemnify, hold harmless, covenant not to sue, and forever discharge the Released Parties defined below, of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation and/or the participation of my child or ward in the Activities, or my or my child's or ward's presence on or use of the buildings, land, or premises in connection with the Activities. The Released Parties are The Henry Nehrling Society, Inc. and its officers, directors, employees, agents, members, representatives, insurers, successors and assigns; and Nehrling Gardens and it's employees, agents, members, representatives, insurers, successors and assigns. The undersigned expressly understands that the Release, Indemnification, Covenant Not to Sue and Waiver of Liability provisions of this Agreement clearly and unequivocally include and apply to any claims based on the negligence (whether active or passive), ownership of any dangerous instrumentality, ownership of any real property and/or the facilities located thereon (including, but not limited to, any latent defects), action or inaction of or by any of the above Released Parties, including, but not limited to, claims for bodily injury, psychological injury, death and property damage or loss suffered by me, my child or ward as a result of such participation in the Activities. Additionally, the undersigned further agrees to indemnify and hold the Released Parties harmless from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation and/or the participation of my child or ward in the Activities, or the presence on or use of the buildings, land or premises in connection with the Activities by me, my child and/or my ward, which results in the personal injury or death of anyone whatsoever, or loss or damage to the property of anyone whatsoever (including the loss of use thereof).

This Agreement shall be governed by the laws of the State of Florida, and any legal action arising out of participation by myself, my child or ward in the Activities, or any litigation relating to the enforcement of this Agreement shall be commenced exclusively in either the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, or the County Court in and for Orange County, Florida, as appropriate.

In entering into this Agreement, I hereby grant the Released Parties a limited power of attorney and authorization to obtain, at my cost, any and all emergency medical treatment which may be needed by myself, my child or ward as a result of participation in the Activities. For the purposes of this Agreement, emergency medical treatment means medical care or treatment necessitated by a sudden, unexpected situation or occurrence resulting in a serious medical condition demanding immediate medical attention. However, I release, indemnify, hold harmless, covenant not to sue, and forever discharge the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with the exercise or the failure to exercise such limited power of attorney and authorization, whether negligent or otherwise.

I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by law, and that if any provision of this Agreement is held illegal, invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby, and such invalid part, term or provision shall not be deemed part of this Agreement. I further agree that any ambiguities in this Agreement shall not be construed in favor or against any party by virtue of that party having drafted the Agreement. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder shall not constitute any waiver of the right to pursue other available remedies.

I certify that I have completely read the foregoing, and I expressly agree to all of the provisions of this Agreement.

UNDERSIGNED:

_____,
Printed Name
individually, and on behalf of my child(ren) or ward(s), _____.
Printed Name(s)

Address

City, State, Zip Code

Phone Number

E-Mail Address

Signature

Date