

**COMMON GROUND: THE CINDY NORD CENTER FOR RENEWAL**  
**LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT**

In consideration of being permitted to participate in the Activity (as defined below) conducted by *COMMON GROUND: THE CINDY NORD CENTER FOR RENEWAL (dba COMMON GROUND CANOPY TOURS)* ("*Common Ground*") the undersigned participant (the "Participant") AGREES AS FOLLOWS:

1. **Activities.** The Participant will participate in a canopy tour operated by Common Ground (the "Activity").

2. **Assumption Of Risk.** I understand that the Activity entails the risk of severe bodily injury to the Participant. Injuries that could result vary, but may include (a) minor injuries such as scratches, bruises and sprains; (b) major injuries such as eye injury or loss of sight, joint or back injuries and concussions; and (c) catastrophic injuries, including paralysis and even death. These injuries may occur from the Participant's collision with other participants, the Participant's collision with the take-off and landing towers, the walls or other fixed objects; falling down; Participant's equipment failure and/or the failure of other participants' equipment; my own or other's negligence and/or objects or conditions on the landing surface that may cause injury. **Notwithstanding these risks and other risks and/or hazards not specifically identified herein, the Participant understands, acknowledges, and expressly and voluntarily assumes all risk and responsibility for any injury arising out of or related to the Activity.**

3. **Release, Discharge and Agreement Not To Sue.** The Participant voluntarily releases, forever discharges, and agrees to indemnify and hold Common Ground harmless from any and all claims, demands, or causes of action, which are in any way connected with Participant's participation in the Activity or Participant's use of Common Ground's equipment or facilities, including such Claims which allege negligent acts or omissions on behalf of Common Ground and/or its employees, Directors, Officers or other agents. This release, discharge and agreement not to sue shall relate to any and all claims or legal rights now existing or arising in the future and any other breach of a legal duty arising out of common law, statute, contract or otherwise.

4. **Indemnification And Hold Harmless.** I agree to indemnify Common Ground and hold Common Ground harmless from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and costs, incurred due to claims brought by any third party as a result of or arising out of the Participant's involvement in the Activity, and to reimburse Common Ground for any such costs, expenses and fees as they are incurred.

5. **Insurance.** The Participant either a) has adequate insurance to cover any injury or damage the Participant may suffer or cause to be suffered while participating in the Activity, or b) agrees to individually pay the costs of such injury or damage. The Participant further

certifies that he or she no medical or physical condition(s) or limitation(s) which could jeopardize his or her safety, or the safety of other participants, while participating in the Activity.

**6. Severability.** This document is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and if any provision (or a part of any provision) contained herein is deemed to be invalid, the balance of the provisions shall continue in full legal force and effect, notwithstanding such invalidity.

**7. Marketing.** Common Ground and persons acting through them may use, reproduces, assign, and/or distributes photographs, films, videotapes, and sound recordings of adult and youth participants.

**I acknowledge that I have carefully read and understand the terms of this Liability Waiver and Hold Harmless Agreement and I am freely and voluntarily signing this document.**

**Participant's Signature:** \_\_\_\_\_

**Participant's Name (Printed):** \_\_\_\_\_

**Participant's Date of Birth:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

**PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION**

**(Must be completed for participants under the age of 18)**

In consideration of (Print Minor’s Name) \_\_\_\_\_ (“Minor”) being permitted to participate in the Activity, I agree to indemnify and hold Common Ground and its employees, Officers, Directors and other agents harmless from any and all claims which are in any way connected with Minor’s participation in the Activity and which are brought by, on behalf of and/or against Minor. I hereby certify that I am the parent or legal guardian of the Minor Participant whose name appears above, and I have authority to waive rights on behalf of the Minor Participant.

**I have carefully read and understand all of the provisions of this Liability Waiver and Hold Harmless Agreement.**

Parent or Guardian \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_