

**WAIVER AND RELEASE FROM LIABILITY FOR THE PARK HILL NEIGHBORHOOD
IMPROVEMENT ASSOCIATION FOR USE OF JOHN A. STEWART PARK**

I, _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge the **Park Hill Neighborhood Improvement Association, its Members, Officers and Trustees** from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my activities on the premises of **John A. Stewart Park, owned and maintained by the Park Hill Neighborhood Improvement Association in the County of Boone, in the State of Missouri**, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that I will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property and real property owned by the **Park Hill Neighborhood Improvement Association** including but not limited to walking on the land, using the land in any manner, form or fashion, and engaging in any outdoor activities or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver. This agreement and its terms and provisions will include any minors who accompany me or who are under my care. I further agree that I shall assume responsibility for watching and caring for minor's safety and guarding against all hazards, natural or man made, whether expressly mentioned in this WAIVER AND RELEASE or otherwise.

Date

Printed Name

Signature

NOTE: This form was adapted by C. Gunther, PHNIA President on May 30, 2006 from a liability waiver form for hiking on private land (copyright 2004) purchased from USLegalforms.com