

Coffey Grounds

Coffey Grounds Water & Property Waiver

- Waiver of Claims
- Release of Liability
- Express Assumption of Risk
- Indemnity Agreement

Please be aware by signing this document **YOU** waive certain legal rights and **ACKNOWLEDGE** dangers below. This includes **the right to sue**. This also **affirms** you have read and understand that by signing this document—you waive those rights in regard to recreational activities at the Coffey Grounds such as walking, hiking, backpacking, camping, canoeing, swimming, snorkeling, scuba, cliff jumping/diving. This waiver applies to all properties owned by Geraldine “Gerry” Coffey.

Under Aged Attendees Must have the signature of a LEGAL Guardian to attend and must be accompanied by an Adult. Signature included with list of Under Aged Attendees indicates YOU are the legal guardian of those identified.

Name of Attendee (Print Legibly)	Signature of Adult Attendee or Guardian of Minor Attendee	Age	Scuba Diver Y/N	In Case of Emergency Tel #	Emergency Contact's Name <i>(identify someone who is not attending with you)</i>
DATE:					
Scuba Cert #					
Date:					
Scuba Cert #					
Date:				Email Address for Coffey Grounds Announcements:	
Scuba Cert #					
Date:				Email Address for Coffey Grounds Announcements:	
Scuba Cert #					
Date:				Email Address for Coffey Grounds Announcements:	
Scuba Cert #					

SCUBA DIVERS: I affirm and acknowledge the inherent hazards and risks associated with Scuba diving and the above mentioned activities and by taking such risks by myself, my personal representatives, heirs and next of kin I HEREBY FULLY ACKNOWLEDGE THE AFOREMENTIONED ACTIVITIES ARE POTENTIALLY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I HEREBY RELEASE, WAIVE, DISCHARGE and AGREE NOT TO SUE GERALDINE “Gerry” COFFEY or any Coffey family member or facilities’ Caretaker, instructors, agents or employees from all liability resulting in any loss or damage, and any claim or demand therefore on account of injury to my person or property or resulting in my death, now and forever, whether caused by the negligence of the attendee, or otherwise.

ALL ATTENDEES: I HEREBY EXPRESSLY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE, now and forever, arising from or related to participation in any activities undertaken at the Coffey Grounds whether foreseen or unforeseen and whether caused by the negligence of the Releasees, the owners, the staff or the Coffey Family, or otherwise. I HEREBY acknowledge INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE or others and agree THIS WAIVER OF CLAIMS, RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT extends to all acts of negligence by Releasees or others, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as permitted by the law of the State of Alabama in which the activities are conducted. I EXPRESSLY agree to INDEMNIFY, SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost they may incur, now and forever, arising out of swimming or related to, participation in said activities, or any other related activity, whether caused by the negligence of the Releasees, or otherwise. If any provision of this document is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be constructed as though the unenforceable provision had never been contained in this document. In executing this document, I am not relying on any oral or written representation of statements made by the releases other than what is set forth in this agreement. I hereby declare I have read the **WAIVER OF CLAIMS, RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, and INDEMNITY AGREEMENT** and fully understand I have given up substantial rights by signing it. I am aware of its legal consequences, and have signed it freely and voluntarily without inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of liability to the greatest extent allowed by law. I HEREBY DECLARE I AM OF LEGAL AGE AND AM COMPETENT TO SIGN THIS AGREEMENT OR, IF NOT, MY PARENT OR LEGAL GUARDIAN SHALL SIGN ON MY BEHALF. AND MY GUARDIAN OR PARENT IS IN COMPLETE UNDERSTANDING AND CONCURRENCE WITH THIS AGREEMENT.

PHOTOGRAPHS, VIDEO & MEDIA

The Coffey Grounds reserves the right to use all pictures, video and other media taken on the premises on our Web site and for any marketing or other materials.