



GENERAL RELEASE AND WAIVER OF LIABILITY AGREEMENT

IN CONSIDERATION of the opportunity afforded to me to participate in certain recreational activities, including but not limited to boating, skiing, paddle boarding, and various sporting activities, authorized transportation (collectively, hereafter, the **ACTIVITIES**), such opportunity afforded to me by “The Precious Legacy”, at my specific request located on or around the property owned by various landlords we rent from, (hereinafter referred to as **PROPERTY**); and in recognition of the possible dangers to which I may voluntarily subject myself in participation in any of the **ACTIVITIES**:

I, the undersigned, _____, (CLEARLY PRINT FULL LEGAL NAME) being over the AGE OF EIGHTEEN (18) YEARS, HERBY AGREE TO:

1. Knowingly, freely and voluntarily, my heirs, personal representatives and assigns, **WAIVE** any and all claims, demands, causes of action, suits in equity of whatever kind of nature, arising as a result of my participation in any Activities, or around the **PROPERTY**, on or off such real property itself, from which any liability may or could accrue to The Precious Legacy, their boards, directors, officers, representatives, agents, any employee or volunteer of the same, (hereinafter **RELEASED PARTIES**).
2. **ASSUME** any and all risks of injury to myself, including death or other accident, and to the property, whether such risks are inherent to the **ACTIVITIES** or not, and/or due to the negligence of the **RELEASED PARTIES** or other participants in the **ACTIVITIES** or not, while present at or around the **PROPERTY**.
3. For myself and my heirs, personal representative, or assigns, from the date of this Agreement, and forever hereafter, hold the **RELEASED PARTIES** harmless and blameless for any injury or death to myself, including death occasioned by my participation in any **ACTIVITIES** on or around the **PROPERTY**, or my presence on or around the **PROPERTY**, **WHETHER OR NOT SUCH INJURY IS RESULTING BY OR THROUGH THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES**.
4. Pursuant to Minn. Stat. § 604.055, nothing in this agreement purports or intends to waive liability for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence.
5. I agree to indemnify the **RELEASED PARTIES** and each of them from any loss, liability, damage, or cost I may incur due to my participation in the **ACTIVITIES** or my presence on or around the **PROPERTY**.
6. For myself and my heirs, personal representatives, spouses, descendants, or assigns. I hereby agree not to sure or bring any claim, demand, causes of action (judicial or quasi-judicial), suits in equity of whatever kind or nature, directly or indirectly, against any of the Released Parties relating to or arising out of any of the **ACTIVITIES** described in this Agreement.

7. I understand that but for this Agreement, the **RELEASED PARTIES** would not permit me or any guests to utilize the **PROPERTY** for the **ACTIVITIES** described in this Agreement.
8. I agree that for this General Release and Waiver of Liability Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
9. This release contains the entire agreement and I am not relying on any oral or written representation of statements made by the **RELEASED PARTIES**. I further agree that this release shall be governed by the laws of the State of Minnesota.

ACKNOWLEDGED AND AGREED:

Participant's Signature

Participant Address:

Street Address or P.O. Box Number

City, State, Zip