The Nest at the Bump
Waiver & Release Form

1. Risk Factors‐ I understand and acknowledge that the use of the facilities at The Nest involves risks including, but not limited to the following: bodily injury and illness. These risks may result from a variety of circumstances including the misuse of equipment or facilities.
2. Assumption of Risk‐ I am choosing to use the facilities at The Nest at my own risk. I understand and acknowledge that the activities which I am or/and (any minor children for which I am the Parent, legal guardian, or otherwise responsible, any heirs personal representative) about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risk could result in injury or illness and assume full responsibility for all risks that may arise from using the facilities at The Nest or from participating in activities at The Nest.

3. Acknowledgment of Policies and Procedures‐ I acknowledge that I have read, understand, and agree to all of the policies and procedures relating to the use of the facilities at The Nest. I agree to comply with all rules, regulations, and policies at The Nest. I understand The Nest reserves the right to revoke or terminate my use of the facilities for any violation of rules, regulations, or policies.
4. Release, Indemnify, and Defend‐ I hereby release, waive, discharge, and hold harmless The Nest and all employees past or present from any claims, suits, liabilities, judgments, costs, and expenses for any property damage, loss or theft, personal injury or illness, or other loss arising from the use of The Nest.
5. Waiver‐ I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. I am releasing unknown future claims.
6. Payment for damages‐ I agree to pay for any and all damages to any property or equipment as a result of my or my family’s willful actions, neglect, or recklessness and agree to be held liable for all such costs associated with such damages.
7. Representatives‐ I enter into this agreement for myself as well as for my heirs, assigns, and legal representatives.
8. Insurance‐ I understand that I am solely responsible for any medical, health, or personal injury costs relating to my use of The Nest and its facilities.
9. Arbitration- All parties to this agreement agree to mediate, in good faith, any dispute prior to initiating arbitration or litigation based on the laws of the state of North Carolina. The prevailing party in the event of arbitration or litigation shall be entitled to costs and reasonable attorney fees. I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily on behalf of myself and any minor child/children for which I am the parent, legal guardian, or otherwise responsible for, named below:

Child’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Child’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Child’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Child’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consent and Release on Behalf of Minor by Parent/Legal Guardian I am the parent or legal guardian of the above-named minor. I have read and understand this Assumption of Risk, Waiver, and Release of Liability form and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability. I give my consent for participation at The Nest.

Parent/Legal Guardian’s Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Legal Guardian’s Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Legal Guardian’s Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_