

## Event Space Release & Liability Waiver

Event Name: \_\_\_\_\_ Event Date: \_\_\_\_\_

Event Space(s): \_\_\_\_\_

This Event Space Waiver and Release of Liability ("Release") is entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Discovery Place, Inc. ("DPI") and \_\_\_\_\_ ("Applicant").

WHEREAS Applicant desire(s) to host the Event, described above ("Event") at the Event Space(s), as herein identified above ("Event Space(s)"), and such Event requires the permission and approval of DPI.

IN CONSIDERATION for being permitted and approved to host the Event at the Event Space, Applicant hereby agrees to the following terms and conditions:

A. Applicant assumes all responsibility, liabilities, hazards and risks, whether known or unknown, incidental to the event (including but not limited to the serving of food and/or alcoholic beverages) and hereby waives, releases and forever discharges, for itself and for its personal representatives, spouse, assigns, heirs, next of kin, agents, and/or employees, DPI and its directors, officers, employees, agents, and volunteers, present, past and future (hereinafter referred to as "Releasees") from any and all claims, costs, causes of action, and liability for personal injury or death and loss, damage to or destruction of property arising from or in connection with the Event or the use of DPI, grounds, and appurtenances.

B. The Applicant agrees and covenants to hold harmless, defend, reimburse, and indemnify DPI and its Releasees for any and all damages, losses, liabilities, claims, demands, suits, and expenses (including legal fees) incurred by DPI or paid by it to any person (including its insurers) in response to any accident, injury (including permanent disability or death), loss, or property damage, however caused, resulting from, arising out of, or otherwise in connection with the Event. Applicant shall indemnify DPI and its Releasees should any individual or entity make a claim against DPI in connection with the Event, including, without limitation, any accident Applicant may be involved in or any injury, loss, or damage to Applicant, third parties, or property however caused.

C. This Event Release and Liability Waiver shall be binding upon and enforceable against Applicant, its personal representatives, spouse, assigns, heirs, and next of kin, agents, and/or employees without limitation. It is Applicant's intent that the words, terms, provisions, covenants, and remedies contained in this Release shall be enforceable to the fullest extent permitted by the Laws of the State of North Carolina. If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.

BY SIGNING, APPLICANT ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS EVENT RELEASE AND LIABILITY WAIVER AND THAT THEY ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE DPI.

Printed Name of Person or Entity: \_\_\_\_\_

By: \_\_\_\_\_ Its: \_\_\_\_\_  
(Signature) (Date)

## Participant Waiver of Liability & Hold Harmless Agreement

Event Name: \_\_\_\_\_ Event Date: \_\_\_\_\_

Participant: \_\_\_\_\_

This Event Space Waiver and Release of Liability (“Release”) is entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Discovery Place, Inc. (“DPI”) and \_\_\_\_\_ (“Participant”).

IN CONSIDERATION for being allowed to attend and participate in the Event at the Event Space, Participant hereby agrees to the following terms and conditions:

A. The Participant assumes all responsibility, liabilities, hazards and risks, whether known or unknown, incidental to the event (including but not limited to the serving of food and/or alcoholic beverages) and hereby waives, releases, forever discharges, and covenants not to sue DPI, its directors, officers, employees, agents, and volunteers, present, past and future (hereinafter referred to as “Releasees”) for any and all claims, costs, causes of action, and liability for any personal injury, including death, and loss, damage to or destruction of property whether caused by the negligence of the Releasees or otherwise, arising from or in connection with the Event or the use of DPI, grounds, and appurtenances.

B. Participant hereby acknowledges full awareness of the risks involved and hazards connected with this Event, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death, or economic loss. Participant voluntarily assumes full responsibility for all risks of participation and attendance, whether known or unknown, whether caused by the negligence of Releasee or otherwise.

C. Participant further agrees to indemnify and hold harmless the Releasees from any loss liability, damage, or costs, including court costs and attorney fees, that they may incur due to Participants participation and/or attendance in said Event, whether caused by negligence of Releasees or otherwise.

D. Participant hereby expresses their intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of Participant’s family and spouse, if Participant is alive, and Participant’s heirs, assigns and personal representative, if Participant is deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above mentioned Releasees. Participant hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with and shall be enforceable to the fullest extent permitted by the laws of the State of North Carolina.

BY SIGNING THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, PARTICIPANT ACKNOWLEDGES AND REPRESENTS THAT THEY HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND ITS TERMS, THAT THEY HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY, THAT THEY INTEND IT TO BIND THEM AND, AS APPLICABLE, THEIR CHILD/CHILDREN AND ANYONE CLAIMING ON BEHALF OF THEM OR THEIR CHILD/CHILDREN, AND THEY ARE AT LEAST EIGHTEEN (18) YEARS OF AGE, AND/OR ARE THE PARENT OR LEGAL GUARDIAN OF THE INDIVIDUAL PARTICIPATING IN THE EVENT, ARE FULLY COMPETENT AND EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

Printed Name of Participant: \_\_\_\_\_

By: \_\_\_\_\_ Its: \_\_\_\_\_  
(Signature) (Date)