

**PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY**  
**READ CAREFULLY**

**IDENTIFICATION OF RISK**

In consideration for permission to participate in the Lake Placid Noon Rotary Club, and Lake Placid Noon Rotary Club Foundation, Inc. collectively, (LPNR) “**WILD GAME DINNER**” (EVENT), I hereby VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS THE EVENT SITE PROPERTY OWNERS NATHAN D. BREWER AND ASHELY M. BREWER, collectively (BREWERS), \*THE LAKE PLACID NOON ROTARY CLUB, \*THE LAKE PLACID NOON ROTARY CLUB FOUNDATION, INC., THE LAKE PLACID NOON ROTARY CLUB BOARD OF DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND VOLUNTEERS, THE LAKE PLACID NOON ROTARY CLUB FOUNDATION, INC. BOARD OF DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND VOLUNTEERS (collectively, RELEASEES) from any and all liability, arising out of any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys’ fees, which arise out of, result from, occur during or are connected in any manner with my participation in said EVENT or any related event activities (such as vehicular travel on event premises and vehicular parking) , including such loss, damage, injury or death that may result from RELEASEES’ own negligence, and I further WAIVE any right that I, my family, heirs, representatives, or assigns might otherwise have and COVENANT NOT TO SUE said RELEASEES in connection with any such liability. \*The Lake Placid Noon Rotary Club and the Lake Placid Noon Rotary Club Foundation (are collectively, LPNR).

I understand that in attending the EVENT, I will be entering onto private property located in and around 101 Tobler Boulevard, Lake Placid, Florida 33852 on or about December 3, 2022, to participate in various activities on site. I understand that I will be participating in various activities which may include, but are not limited to, ambulatory activities whether assisted or not, e.g., walking on grass or pasture type surface with inherent inconsistencies of same, the consumption of food, beverages or other consumables, and I understand the risks associated with those activities.

I further understand that neither the BREWERS nor LPNR has ownership or control over most of the assigned facilities or service site(s); and neither BREWERS nor LPNR is associated with most of these facilities, locations or organizations. There are potential risks in utilizing facilities that are not owned or controlled by the BREWERS or LPNR, including but not limited to, theft of personal property or other crimes, and injuries associated with faulty or poorly maintained equipment.

**ACKNOWLEDGMENT OF RISK**

I fully know the risks and hazards connected with participation in the EVENT, and its related travel and activities, including but not limited to exposure to allergens, transportation accidents, infection and diseases, work injuries, and crime, which could cause serious or mortal illness, injuries and property damage, and fully know there may be risks and hazards unknown to me connected with participating in the EVENT, and I hereby voluntarily elect to participate in such EVENT, and related activities, knowing that conditions may be hazardous or dangerous to me and my property.

**WAIVER OF LIABILITY**

I HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE EVENT AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND HOLD HARMLESS RELEASEES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEY’S FEES OR DEMANDS OF ANY KIND OR NATURE, WHICH MAY ARISE IN CONNECTION WITH MY PARTICIPATION IN ANY ACTIVITY RELATED TO THE EVENT AND RESULTING IN ANY ACCIDENTS, INJURIES, DAMAGES, OR PROPERTY LOSSES ARISING THERE FROM, HOWEVER CAUSED, INCLUDING THE NEGLIGENCE OF ANY PARTY, INCLUDING THE RELEASEES, WHETHER PASSIVE OR ACTIVE. By entering the EVENT site property, I hereby assume FULL RESPONSIBILITY for any risk of bodily injury, death, damages, or property losses due to the negligence of the RELEASEES or otherwise in connection with or related to my participation in the EVENT, and agree that the RELEASEES may NOT be held liable or responsible in ANY way to me as the participant, or my family, heirs, representatives, or assigns. By signing this Waiver, I further acknowledge that I knowingly assume FULL RESPONSIBILITY for any risk of bodily injury, death, damages, or property losses due to the negligence of the RELEASEES or otherwise in connection with or related to my participation in the EVENT, and agree that the RELEASEES may NOT be held liable or responsible in ANY way to me as the participant, or my family, heirs, representatives, or assigns.

I understand that the terms and conditions within this PARTICIPATION CONSENT, RELEASE AND WAIVER OF LIABILITY AGREEMENT (WAIVER) serve as a release and assumption of risk for me and my heirs, estates, executors, administrators and assignees. I hereby acknowledge and agree that it is my obligation to make any necessary inquiries regarding possible risks and hazards from my participation, and regarding my ability, physically or otherwise, to safely participate in the EVENT.

**In passing this point, I ACKNOWLEDGE and REPRESENT that**

(1) I have read the foregoing WAIVER, understand it and accept it voluntarily as my own free act and deed; (2) I am at least eighteen (18) years of age and fully competent; or have the signature of a parent or guardian below;(3) I execute this WAIVER for full, adequate and complete consideration fully intending to be bound by the same and intending to bind my heirs, successors, assigns, personal representative and estate;(4) I agree this WAIVER is to be construed under the laws of the State of Florida, U.S.A. and that venue shall be in Highlands County, Florida. By signing this WAIVER, I expressly agree that the foregoing is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the EVENT is conducted and that if any portion thereof is held invalid, it is agreed that the remainder of the WAIVER shall continue in full legal force and effect.

**I HAVE READ THIS, AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WAIVER HAVE BEEN MADE, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY PASSING THIS POINT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**