



Awakening to the Heart - Activity & Event Waiver Form

IN CONSIDERATION OF the risk of injury that exists while participating in “ANY ACTIVITY” on Awakening to the Heart/Norman & Cynthia Scrimshaw property (hereinafter the “Activity”); and IN CONSIDERATION OF my desire or my dependent’s desire to participate in said Activity and being given the right to participate in same.

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor,” “I”, or “me”, which terms shall also include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge Awakening to the Heart/Norman & Cynthia Scrimshaw, located at Sandwich Mountain Sanctuary, 24 West Meadow Rd, Thornton NH, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively “Releasees”) from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I am voluntarily participating in events held through Awakening to the Heart/Norman & Cynthia Scrimshaw and I am participating in the activities entirely at my own risk. I am aware of any potential risks associated with participating in this activity, which may include, but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel to and from the activity, or from conditions at the activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in these activities.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event I should require medical care or treatment, I authorize Awakening the Heart event, Norman & Cynthia Scrimshaw or any guest presenters of events to provide all emergency medical care deemed necessary. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as result of such treatment. I am aware and understand that I should carry my own health insurance.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE AWAKENING THE HEART / NORMAN & CYNTHIA SCRIMSHAW AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST HARIS LENDER FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of *Awakening to the Heart/Norman & Cynthia Scrimshaw*, its agents and affiliates.

I agree that this Release shall be governed for all purposes by New Hampshire law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event any damage to equipment or facilities occurs as result of my or my family’s or my agent’s willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

In the event any provision contained without this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT, AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL. IF ANY DEPENDENT UNDER 18 PARTICIPATES IN ANY ACTIVITY, I WILL BE IN ATTENDANCE AND WILL TAKE FULL RESPONSIBILITY AND ACKNOWLEDGE THAT THIS WAIVER AND RELEASE OF LIABILITY APPLIES TO HIM/HER, AS WELL AS MYSELF.

Name(s) _____ Signature _____ Date _____

Awakening the Heart / Norman & Cynthia Scrimshaw,
24 West Meadow Road, Thornton, NH 03285
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