

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

I, _____ (*Print Name*), as a member of South Alabama Antique Tractor and Engine Club, in exchange for being allowed to store my tractor and/or tractor-related equipment at Bicentennial Park, a property owned by Baldwin County and managed by the Baldwin County Commission, I agree as follows:

- 1) I hereby release, waive and discharge Baldwin County, Alabama, and its elected officials, employees, agents, and volunteers (hereinafter the "Released Parties") from and agree and covenant not to sue the Released Parties for any claim, liability, or demand of any kind or on account of any real or personal property damage, real or personal property loss, personal injury, temporary or permanent disability, death, economic loss and/or other damages, whether caused by the negligence of Released Parties or otherwise, resulting from or in any way associated with the storage of my tractor and/or tractor-related equipment at Bicentennial Park.
- 2) I hereby voluntarily assume all risks of personal injury, temporary or permanent disability, death, real or personal property loss, real or personal property damage, economic loss, and/or other damages to me and to my property resulting from or in any way associated with the storage of my tractor and/or tractor-related equipment at Bicentennial Park.
- 3) I hereby acknowledge and agree that this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is intended to be, and is, a complete release of any responsibility of the Released Parties for personal injury, temporary or permanent disability, death, real or personal property loss, real or personal property damage, economic loss, and/or other damages sustained by me and resulting from or in any way associated with the storage of my tractor and/or tractor-related equipment at Bicentennial Park.
- 4) I hereby agree and covenant to indemnify the Released Parties for and hold the Released Parties harmless from any and all personal injury, temporary or permanent disability, death, real or personal property loss, real or personal property damage, economic loss, and/or other damages sustained by me and resulting from or in any way associated with the storage of my tractor and/or tractor-related equipment at Bicentennial Park.
- 5) Each term and provision of this instrument shall be valid and enforced separately to the fullest extent permitted by law. This instrument shall be governed, construed, and enforced in accordance with the law of the State of Alabama.
- 6) I have read this release and waiver and understand the terms used in it and their legal significance. This waiver and release is freely and voluntarily given with the understanding that right to legal recourse against Baldwin County, its elected employees, elected officials, agents, and volunteers is knowingly waived. My signature on this document is intended to bind not only myself, but also my successors, heirs, representatives, administrators, and assigns.

IN WITNESS WHEREOF, I have executed this affirmation, waiver, and release on the date below:

Signature

Date

Print Name