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# Waiver and Release

by Documatica Legal Forms Inc.

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## 1. BACKGROUND

I, Quentin Otto, (the "Releasor") of 938 Sebring Gardens, Port Macquarie, Puerto Rico HEREBY EXECUTE this Waiver and Release to release Floy Fairchild (the "Releasee") of 2110 Bonnie Drive, Port Macquarie, Kansas on this 10th day of June, 1999.

## 2. NATURE OF ACTIVITY

I, the Releasor, am the legal guardian of a child who wishes to participate in the following activity, to take place on December 18, 1977:

Lorem ipsum fringilla habitant enim, fusce dui posuere.

## 3. WAIVER

I, the Releasor, hereby waive, release, and discharge the Releasee (who runs or operates this activity) and his or her heirs, legal representatives, administrators, and executors for all liability for or by reason of any damage, loss or injury (including death) to myself, my child, or my property which has been or may be sustained as a result of my child's participation in the activity, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the Releasee's negligence.

## 4. ACKNOWLEDGEMENT

I, the Releasor, hereby acknowledge the following:

1. I have read this Release thoroughly and I fully understand it.
2. I am voluntarily executing this Release, and would not otherwise be permitting my child to participate in this activity.
3. This Release restricts me from suing or otherwise claiming against the Releasee, presently or at any future time, for damage, loss, or injury that may occur to myself, my child, or my property as a result of my child participating in this activity.
4. I have been granted the opportunity to seek independent legal advice before executing this Release.

## 5. BINDING EFFECTS

This Release shall be binding on and inure to the benefit of the spouses, heirs, executors, successors, legal representatives, administrators, and assigns of the Releasor and Releasee.

## 6. MEDICAL CONDITIONS

To the best of my knowledge, I, the Releasor, affirm that my child is in good health and does not have any illnesses, ailments, physical or mental disabilities that would limit or prevent his or her participation in this activity. I will provide a medical examination and clearance if required.

## 7. FINAL AGREEMENT

This Waiver and Release contains the entire agreement between the two parties, and there are no further provisions, either written or oral. The terms of this Waiver and Release are contractual and not a mere recital.

## 8. GOVERNING LAW

This Waiver and Release is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the Territory of the U.S. Virgin Islands, excluding conflict of law principles that would cause the application of laws of another jurisdiction.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEE(S).

(This space intentionally left blank)

This Waiver and Release is executed at Greater Hobart, Ontario on this 10th day of June, 1999.

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Witness:

Address:

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Quentin Otto