



**WAIVER AND LIABILITY RELEASE AGREEMENT:**

Padraig's Place Adaptive Winter Sports  
176 Walnut Lane Apple Valley, MN 55124

I hereby agree, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives, assigns, and/ or guests, if any, to the following:

That in consideration of Padraig's Place and participation in its activities, under the terms set forth herein, I agree to hold harmless, release and discharge Padraig's Place, its owners, agents, employees, personnel, sponsors, officers, directors, representatives, assigns, members, affiliated organizations, insurers, and others acting on its behalf (herein collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Padraig's Place's and/or its ASSOCIATES' ordinary negligence; and I do further agree that, except in the event of Padraig's Place's and/or its ASSOCIATES' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action against Padraig's Place and /or its ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor children and /or legal wards, if any, in relation to the premises and/or operations of Padraig's Place.

That if I engage in any physical activity or use of any Padraig's Place equipment, I agree to do so at my own risk and assume the risk of any and all injury and/or damage while engaging in any physical activity. My assumption of risk includes, but is not limited to, my use of any Padraig's Place adaptive and/or non-adaptive equipment (mechanical or otherwise). I agree to assume this risk in my participation in any activity, class, program, service or instruction or Padraig's Place sponsored event. I agree that I am VOLUNTARILY participating in Padraig's Place activities and using Padraig's Place equipment and assume all risk of injury, harm, damage, or loss to me and my property that might result, including, without limitation, any loss or theft of personal property. In the event of illness of injury to me and/or child, I authorize any official representative of Padraig's Place to administer and/or secure medical treatment as deemed necessary by said representative. This agreement shall be governed by the laws of the State of Minnesota, Wisconsin, Colorado & Oregon. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of the Agreement.

I attest that I am fit and prepared to use Padraig's Place equipment and participate in Padraig's Place activities, classes, programs, services or instruction.

By signing below, I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability and express assumption of risk. I am aware and agree that by signing this waiver and release, I am giving up my right to bring legal action or assert a claim against Padraig's Place for its negligence or for any defective product in use. I have read and voluntarily signed the waiver and release and further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

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

**Signature of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(or legal Parent/Legal Guardian)

I understand that this Agreement also waives and releases Padraig's Place liability for negligence causing any injury to my child and/or legal ward, heirs, administrators, personal representatives, assigns, and/or guests, if any. I attest that they are fit and prepared to utilize Padraig's Place's equipment and participate in Padraig's Place activities, classes, programs, services or instruction.

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

**Signature of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(or legal Parent/Legal Guardian)