Waiver of Liability and Assumption of Risk Agreement
Use of Premises

Waiver:

In consideration of my use of the premises of BACK TO NATURE GARDEN CENTER, I for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge, and covenant not to sue BACK TO NATURE GARDEN CENTER, it's trustees, directors, officers, employees and agents from liability from any and all claims including negligence resulting in personal injury, accidents, or illnesses (including death) and property loss arising from use of premises.

Assumption of Risk:

BACK TO NATURE GARDEN CENTER carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I have read the previous paragraphs and I know and understand and appreciate these and other risks are inherent in the activity I am participating in. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless:

I also agree to indemnify and hold harmless BACK TO NATURE GARDEN CENTER, its trustees, directors, officers, employees and agents from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees as a result of this use of premises.

Severability:

The undersigned further expressly agrees that the forgoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding:

I have read this waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

_____   _____

Signature of Participant   Date