ACCIDENT WAIVER AND RELEASE OF LIABILITY FOR MARTHA'S QUARRY, LOCATED ON QUARRY ROAD, CITY OF LEBANON, WILSON COUNTY, TENNESSEE

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES WHILE VISITING MATHA'S QUARRY AND ADJOINING PROPERTIES, including by the way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.
I certify that I am physically fit for participating in activities while at MARTHA'S QUARRY. I certify that there are no health-related reasons or problems which preclude my participation in these activities. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the property owners and their assignees.
I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) **I WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this visit, THE FOLLOWING ENTITIES OR PERSONS: Martha's Quarry SCUBA Center and Vesta Corporation/ Stone Lake LLC (Property Owners) and/or their directors, officers, stockholders, employees, volunteers, representatives, and agents.
(B)**I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** Martha's Quarry SCUBA Center and Vesta Corporation/Stone Lake LLC (Property Owners) and/or their directors, officers, stockholders, employees, volunteers, representatives, and agents from any and all liabilities or claims made as a result of this visit, whether caused by the negligence of released parties or otherwise.
I acknowledge that Martha's Quarry SCUBA Center and Vesta Corporation/Stone Lake LLC (Property Owners) and their directors, officers, stockholders, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity.
I acknowledge that this visit may involve risks including, but are not limited to, those caused by terrain, facilities, temperature, weather, equipment, vehicular traffic, water, and actions of other people. These risks are inherent to visitors.
I understand while participating in this visit, I may be photographed. I agree to allow my photo, video, or film likeness to be used by the property holders, activity holders and assigns. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF ALL LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

_____ _____
_____ _____

Signature **Date** **Printed Name**
Age

_____ _____

Parent/Guardian Signature **Date**
(if applicable for individuals under 18)