

## Liability Waiver: Beauty in the Backyard "The Chrysalis"



As a participant of **Beauty in the Backyard "The Chrysalis" at Roots to Sky Sanctuary, Oakland, Maryland, USA on June 1-5, 2023**, I acknowledge that I am fully aware of any and all risks posed by this participatory experience and that I have no medical condition that prevents me from engaging in any of the activities relating to the event.

In consideration of the services of Beauty in the Backyard ("BITB"), Metta Creative PBC t/a Mettā Creative, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BITB"), **I hereby agree to release, indemnify, and discharge SUS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate** as follows:

1. I acknowledge that my participation in BITB, highlining, slacklining, climbing, rappelling, yoga, acroyoga, spacenet activities, rope swing activities and any other event activities, entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Highlining and slacklining activities are based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in highlining and slacklining course activities and its potential for: slips and falls; the risk of falling from significant heights; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening injuries; musculoskeletal injuries including head, neck and back injuries; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, heat stroke, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; the negligence of other participants or persons who may be present; the forces of nature, including lightning and rapid weather changes; my own physical condition, and the physical exertion associated with this activity. Furthermore, BITB employees, staff and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. Additionally, I acknowledge that there is no certification currently for highlining equipment and that all of the equipment at Beauty in the Backyard is of a safety quality commonly accepted by the community.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BITB from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BITB's equipment or facilities, **including any such claims which allege negligent acts or omissions of BITB.**

**Beauty in the Backyard "The Chrysalis" (BITB)**

[www.thebackyard.world](http://www.thebackyard.world)

makers@thebackyard.world

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4. Should BITB or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against BITB or Mettā Creative, I agree to do so solely in the state of Maryland, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

7. I also give permission to be photographed by project partners or the media for use in printed materials, through the internet or through other media outlets.

**By agreeing to these terms, you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

**Full Legal Name (printed)** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Emergency Contact Name** \_\_\_\_\_

**Emergency Contact Phone Number** \_\_\_\_\_

**Emergency Contact Relationship** \_\_\_\_\_

**NOTE: If you are under the age of 18, a parent or legal guardian must also sign below.**

**Parent/ Guardian Full Legal Name (printed)** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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