

# Vormittag Tree Farm Waiver of Liability

9921 Linden Dr. NW; Grand Rapids MI 49534 (616) 677-3605

## Land Use Entry and Release Form

**TO VORMITTAG TREE FARM:** Please accept my entry to use your land on (date): \_\_\_\_\_ and all subsequent dates. Activities of land use include but are not limited to: hiking, jogging, running, walking, tree cutting, photography, and land rental.

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING TALLMADGE TOWNSHIP, THE VORMITTAG FAMILY, VORMITTAG TREE FARM, AND OTHERS FROM LIABILITY. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING. These entities will be called**

In consideration of Vormittag Tree Farm's issuance of permission to me or the acceptance of this form for land use on their property, I hereby freely agree to make the following contractual representations and agreements.

For myself, my heirs, executors, administrators, legal representatives, assignees and successors in interest (collectively "successors"), **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND INDEMNIFY** the property owners, law enforcement agencies, all public entities, special districts, and properties and their respective agents, officials, and employees through or by which the land use will be held (collectively, the "Released Parties") **FROM ANY** and all rights and **CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in the use of this property.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver of modification.

Date: \_\_\_\_\_ User's Age: \_\_\_\_\_ User's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, ST, Zip: \_\_\_\_\_

Whom to notify in case of an emergency: \_\_\_\_\_ Their Phone:(\_\_\_\_\_) \_\_\_\_\_

Signature of User: \_\_\_\_\_

## **If under 18, Parent please fill out parent's information below:**

Parent of User: Date: \_\_\_\_\_ Parent's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, ST, Zip: \_\_\_\_\_

Whom to notify in case of an emergency: \_\_\_\_\_ Their Phone:(\_\_\_\_\_) \_\_\_\_\_

Signature of Parent: \_\_\_\_\_