



WELLNESS & TRAINING FACILITY

OPERATIONS & ADMINISTRATION MANUAL

Table of Contents

1.0	Introduction	3
1.0	Welcome Message & Introduction	3
2.0	Facility Users	4
3.0	Facility fee schedule.....	6
4.0	Facility Application.....	8
5.0	General Operating Guidelines.....	10
6.0	Agreement of Use	11
7.0	Hold Harmless & Release of Liability	18

1.0 Introduction

1.0 Welcome Message & Introduction

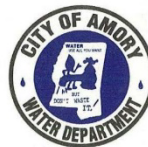
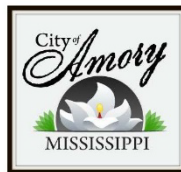
Welcome to Amory, Mississippi. The City of Amory owns and operates the Wellness and Training Facility located at 198 Waterway Drive. This facility includes various training simulations and props, a training tower, classroom, and employee gym. This facility provides a location for the City of Amory Fire Department, Police Department, Utilities Department, and all other departments along with those agencies within our interlocal agreement and community emergency response organizations a place to practice, train, and learn. It also provides our employees with a fitness and exercise facility. The facility is used for short duration drills, multi-company drills, interlocal agency training, volunteer firemen training, and week-long classes. Upon receipt of written use of facility agreements, there may be occasions when the facility is utilized by non-City of Amory related organizations.

The training tower (aka fire tower) was constructed in 2012 under the guidance of former Fire Chief Jimmy Bost. The facility has seen multiple improvements and continues to improve and expand to include rope rescue, search and rescue, confined space, and more enhancements. The wellness and training facility was constructed in 2020, including fitness center and classroom, under the guidance of Fire Chief Zack McGonagill via a grant from the Blue Cross & Blue Shield of Mississippi Foundation. This grant was made possible through a combined participation program with our police and fire titled Healthy Heroes. These healthy heroes interacted with the youth in our school system through lessons on healthy eating and exercise during physical exercise classes. This program taught valuable life lessons and created a lasting connection between those who wear the badge and the children of Amory.

After your classes, we hope you take the time to visit our local stores and eat at our local restaurants. Take a minute to visit Frisco Park and walk through the Northeast Mississippi Nature & Interpretive Trail. Whether you are visiting Amory for the first time or live in the area or surrounding areas, we hope that you find Amory accommodating during your time at our Wellness and Training Facility.

City of Amory

Mayor & Board of Aldermen



Developing the Future – Valuing the Past

Visit us online at
www.cityofamoryms.com and
www.visitamory.com

2.0 Facility Users

Scheduling: Facility usage will be scheduled according to a training session schedule set by calendar controlled by the City of Amory City Clerk or appointed designee. Departments within the City recognize that the facility will be used by the City of Amory and other agencies for training purposes.

Local Cooperating & Allied Agency: All fire, law, first responder, or community emergency preparedness organizations based within Monroe County, Mississippi.

- The Wellness & Training Facility gym or fitness center may be used by the following:
 - City of Amory employees who have signed the proper forms.
 - City of Amory employee spouses and children over the age of 18.
 - No children under the age of eighteen may be present at the facility due to liability.
 - Certain local cooperating and allied agency employees with express permission as allowed by the Mayor of the City of Amory. Those employees of said agencies must have approval from their agencies and sign all documentation required by the City of Amory.
 - All employees, employee spouses, employee children, other local cooperating and allied agency employees allowed to utilize the facility must sign the appropriate forms prior to use of the facility.
- Outside Agencies may utilize the classroom and training facility in cooperation with the City of Amory for City of Amory hosted classes upon acknowledgement and agreement to the policies set forth in this document.
- The Wellness & Training Facility schedule of fees apply unless the below criteria is met:
 - City of Amory employees may use the facility for all work-related events. These events must be organized through approval by the department head of each department and must pertain to City of Amory business and work-related operations.
 - Members of agencies operating under interlocal agreements as approved by the City of Amory Board of Aldermen may see waiving of fees or deduction of fees when classes are hosted by City of Amory employees during a work-related event pertaining to City of Amory business or work-related operations.
 - Members of agencies operating under a volunteer status may see waiving of fees or deduction of fees when classes are hosted by City of Amory employees during a work-related event pertaining to City of Amory business or work-related operations.
 - All members seeking waiver of fees or deduction of fees will still be required to complete the Agreement and Release of Liability forms.
 - The discretion to waive or reduce fees is at the discretion of the City of Amory Board of Aldermen at all times.

Outside Cooperating Agency: All fire, law, first responder, or community emergency preparedness organizations located or based outside of Monroe County, Mississippi.

- The Wellness & Training Facility fees apply at all times unless the below criteria are met:
 - Fees are reduced or waived by the City of Amory Board of Aldermen. This may be based on immediate benefit to the City of Amory, employees, and partners; or
 - A facility use agreement is approved by the Board of Aldermen and signed by the head of the outside cooperating agency, Mayor of the City of Amory, and City Clerk of the City of Amory.
 - All members seeking waiver of fees or deduction of fees will still be required to complete the Agreement and Release of Liability forms.

Outside agencies who wish to utilize the facility for classes: All fire, law, first responder, or community emergency preparedness organizations who wish to host classes or training at the Wellness and Training Facility.

- Facility Use Agreements must be signed and submitted to the City Clerk for review and presentation to the Mayor and Board of Aldermen at least one (1) month prior to scheduled use of the building. This must be done prior to placement on the building schedule.
- The agreement must be approved by the Board of Aldermen and signed by the Director of the cooperating agency and Mayor and City Clerk of the City of Amory.
- Those scheduled classes by outside agency may not conflict with City of Amory scheduled training or classes. All efforts will be made to resolve conflicting scheduled dates.
- Use of the facility for training and classes does not constitute at any time use of the gym or exercise portion of the facility unless expressly written in the use agreement or as deemed part of the class requirements.
- The Wellness & Training Facility fees apply at all times unless the below criteria are met:
 - Fees are reduced or waived by the City of Amory Board of Aldermen. This may be based on immediate benefit to the City of Amory, employees, and partners.
- All agencies seeking waiver of fees or deduction of fees will still be required to complete the Agreement and Release of Liability forms.

3.0 Facility fee schedule

See below table for rate fee schedule. The below schedule is subject to change based on class availability, types of classes added to schedule, and Board of Aldermen review.

Class Name or Type	Class Location	Fee
Instruction – Training * *snacks & drinks included	Classroom	\$20 per day
Instruction Plus 1 – Training Plus Program* *snacks & drinks plus 1 meal ⁺ included	Classroom	\$30 per day
Instruction Plus 2 – Training Plus 2 Program* *snacks & drinks, 1 meal ⁺ , & all materials included	Classroom	\$40 per day
Instruction Plus 3 – Training Plus 3 Program* *snacks & drinks, 1 meal ⁺ , & all materials included for grounds (on & off site)	Classroom and Grounds	\$55 per day

⁺Some classes may exclude meals. If meal exclusion occurs, subtract \$12 from daily charge.

****See following page for details****

Cancellations: Cancellations may be made without penalty up to 15 days prior to the scheduled training. Those cancellations after that date will incur a fee refund deduction based on accommodation costs incurred by the City of Amory.

Request for Attendance: A completed application shall be completed and submitted one (1) week prior to training.

Request for Use of facility by outside agency w/agency as host: A Facility Use Agreement must be signed and presented the Board of Aldermen via the City Clerk one (1) month prior to scheduled use of the facility.

Classroom: The classroom includes tables and chairs, smart television, wireless internet, and whiteboard that may not be removed from the classroom at any time.

Costs Incurred: All rates, fees, and costs incurred are to offset the costs of utilities, supplies, building upkeep, and continued building improvements along with purchasing of materials needed to complete the instruction of the training and time paid to City of Amory employees who serve as instructor(s) for the training based on established payroll assignment. The City Clerk or his or her designee will be responsible for documentation of paid fees, and the fees for each training event will be set at the discretion of the City Clerk or his or her designee based on approval by the City of Amory Mayor & Board of Aldermen.

Budgeting: The City of Amory will, in accordance with the State of Mississippi Auditor's office, document monies received from class fees and monies spent in compliance with this policy according to rules set forth all governing powers of the City of Amory Finances.

Payment: The City of Amory will accept the following forms of payment: Check by agency, cashier's check, credit card (3% fee will be charged), purchase order by cooperative agency, and cash. All checks and/or purchase orders must be made to the City of Amory and mailed to:

City Clerk
PO Drawer 457
Amory, MS 38821

Cash, check, cashier's check, etc. may be delivered in person to the City Clerk's office or bonded agent of the City of Amory. Credit Cards may be charged in person or via phone to the City Clerk's office. Purchase Orders will incur an invoice as issued by the City Clerk's office for payment.

Food & Beverages: Some rates or fees for certain classes or training may include the cost of food and beverages when required.

Lodging: The cost of lodging or housing is not included in any rates or fees associated with the above chart. Lodging will be the sole responsibility of the guests who attend training. Some options for stay include but are not limited to: Heritage Inn & Suites (662-256-7760), Briarwood Inn (662-256-2120), and The Old Place Bed & Breakfast (662-256-4707).

4.0 Facility Application

The following pages contain the Wellness and Training Facility Application for class and training attendance:

City of Amory Wellness & Training Facility Application

Name of Department: _____ Date of Application: _____

Name of Attendant: _____ Phone #: _____

Email address: _____

Name of Class(es): _____

Date(s) of Requested Training: _____

(Attached documentation with listings may be required)

Facility attribute to be used: _____ Grounds _____ Tower _____ Classroom

If self-hosted, Date(s) of Requested Training: _____

(Attached documentation with listings may be required)

If self-hosted, Time(s) of Requested Training: _____

(Attached documentation with listings may be required)

If self-hosted, please describe scope of training and training objectives:

If self-hosted, date of City of Amory Board Approval of Use Agreement: _____

Attach to Facility Use Agreement.

Do you require any special physical accommodations: _____ YES or _____ No
If yes, explain: _____

Do you require any special dietary accommodations: _____ YES or _____ No
If yes, explain: _____

Type of payment: _____ Purchase Order/Invoice _____ Cash _____ Check _____ Credit Card

The City of Amory will accept the following forms of payment: Check by agency, cashier's check, credit card (3% fee will be charged), purchase order by cooperative agency, and cash. All checks and/or purchase orders must be made to the City of Amory and mailed to:

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Cash, check, cashier's check, etc. may be delivered in person to the City Clerk's office or bonded agent of the City of Amory. Credit Cards may be charged in person or via phone to the City Clerk's office. Purchase Orders will incur an invoice as issued by the City Clerk's office for payment.

5.0 General Operating Guidelines

All participants, visitors, and users of the City of Amory Wellness and Training Facility will adhere to these guidelines:

1. All personnel instructing, assisting, or participating in any activity at the facility will wear the appropriate personal protective equipment as required based on class and training.
2. Instructors and/or safety personnel will lead by example and wear proper protective equipment during all training activities in accord to the type of class or training.
3. In the event that an outside agency or department desires to utilize its own instructors or bring in instructors who are not employees of the City of Amory, the instructor may be required to go through an orientation session.
4. All equipment used at the facility during training activities will be returned to service and placed in a ready state.
5. Personal Protective Clothing (PPE) may be required in the classroom dependent upon training criteria.
6. Return all tables, chairs, furniture, etc. to their original position.
7. Empty all trashcans into large can in gym or when that container is full remove from gym and deposit at a City of Amory owned dumpster.
8. All agencies and departments shall keep the facility in a neat and orderly condition during and at end of use of the facility.
9. All instructional materials and audiovisual equipment will be turned off and made ready for the next class or instructor.
10. No smoking, vaping, medical cannabis (in any form), alcohol, controlled substances, etc. may be used on the facility premises.
11. All live fire activities will be under the guidance and pre-inspection of the Fire Chief.
12. All fire ground, rope rescue, and technical rescue training events shall be performed under the guidance and pre-inspection of the Fire Chief.
13. It is the responsibility of everyone to conduct himself or herself in a professional manner when within the confines of the training center. This includes horseplay and use of equipment in an unsafe manner or in a manner for a purpose different from which it was originally intended.

6.0 Agreement of Use

The following pages contain the Agreement of Facility Use for Outside Agencies who host training or classes:

City of Amory Wellness & Training Facility Use Agreement

AGREEMENT made this the ____ day of _____, _____, by and between the CITY OF AMORY, MISSISSIPPI, (herein "CITY") and the _____, (herein "AGENCY").

WITNESSETH:

WHEREAS, the City owns and operates certain facilities (herein the "facilities") that are available for use by Outside Cooperating Agency (all fire, law, first responder, or community emergency preparedness organizations located or based outside of Monroe County) for fire, law, first responder, or community emergency preparedness training purposes; and

WHEREAS, the City has certain rates and policies for the facilities; and

WHEREAS, the Agency desires to host training at the facility, namely the Wellness & Training Facility, (herein the "Facility"), on a _____ basis during the period of _____ through _____, and to store certain training materials and related items at the facility; and

WHEREAS, the City is agreeable to such use, as long as the Agency pays all applicable fees, complies with all policies applicable to such facilities, and complies with all of the terms as set forth in this agreement.

THEREFORE, IN CONSIDERATION of the premises and agreements contained herein, the parties agree as follows:

- (1) Renting of premises. The Agency will be allowed to utilize the Facility an as needed basis, provided that the Agency pays all applicable fees, the scheduling of training does not conflict with City of Amory training, complies with all policies applicable to such facilities, and complies with all of the terms of this agreement.
- (2) Premises. The premises for purposes of this agreement consist of the Wellness & Training Facility. This agreement does not constitute the ability of those attending the Agency training to utilize the gym or wellness portion of the TRAINING BUILDING without express written consent by the Mayor. All users of the gym or wellness portion of the TRAINING BUILDING facility are required to file, after approval, signed documentation to the City Clerk's office prior to any use.
- (3) Storage. City will designate a portion of the premises for the storage of classroom and training materials. All such items must be stored in an organized and orderly manner. City may, at any time, set additional limitations and restrictions upon the storage of such items. It is further understood and agreed that the storage of all such items must be done in a manner and

in a location that does not interfere with the use of the Facility by other individuals and organization. The Agency will be responsible for putting out all such items before each use and returning such items to storage after each use.

It is expressly understood and agreed that City will have no responsibility for such items in the event they are lost, stolen, damaged, or destroyed.

(4) Term. The term of this agreement is from _____ until _____, unless sooner terminated as provided for herein.

(5) Rental Fees. In consideration of the Agency being allowed to use the Facility as set out herein, the Agency agrees to pay all applicable use rates.

(6) Deposit. The Agency may be required to pay the applicable Deposit of \$200 prior to its first use. Additionally, the deposit will be held by City until the end of the term. In the event it is determined in accordance with applicable City policies that no damage occurred during the term, the deposit will be reimbursed.

(7) Use of Premises. The premises shall be used for instruction and participation in the following activities:

_____ The dates and times of use must be pre-approved through the Mayor and Fire Chief and notated on the digital Training Building Google Calendar by the City Clerk. The Agency must comply with all applicable building policies and terms of this agreement. The facility shall not be closed to City of Amory employees during the time of the rental. Facility use is restricted to the classroom.

(8) Non-Exclusive and Non-Priority Use. The Agency understands and agrees that the use of the Facility as provided for by this agreement is non-exclusive, and other individuals and organizations may utilize the Facility at any time. Additionally, this agreement does not create any priority of the Agency to use the Facility at any certain time or date other than those dates and times expressly addressed in Section 1. Those dates and times as notated on the digital Facility calendar shall be honored in lieu of emergency situations.

(9) Assignment. The Agency may not assign this agreement without the express written consent of City.

(10) Termination. Either party may terminate this agreement on thirty (30) day notice to the other party. City may immediately terminate this agreement upon the occurrence of any act of _____, including any agents and/or employees, that is considered by City to be an act of gross negligence, intentional act that materially damages and/or destroys any portion of the premises of City, or any illegal act.

(11) Rights Upon Termination. In the event this agreement is terminated in any manner provided for in this agreement, the Agency agrees to promptly remove all materials and related items. If such items are not removed within 5 days after termination, then City, its agents, or employees, shall have the right to remove all such items and dispose of them as City deems fit.

(12) Insurance. The Agency will be responsible for insuring all training items and related items, and all personal property during the entire term of this agreement. The Agency shall also maintain insurance coverage as required by the CITY's policies for use of CITY facilities including the maintaining of liability insurance during the dates of use of this agreement. The Agency shall provide evidence of insurance coverage satisfactory to CITY. It is the intention of both the CITY and the Agency that the public liability shall insure performance by _____ in relation to this agreement and use of the Facility but the limits of such insurance shall not limit the liability of the Agency hereunder.

(13) Indemnity Agreement, Waiver, and Release. Prior to any person being allowed to participate in the Agency, or in any related activity or use of the premises of City, such participant, (or the parent, guardian, or legal custodian if a participant is under 18 years of age), must sign the City's Indemnity Agreement, Waiver, and Release. A copy of this release is attached hereto and incorporated herein.

(14) Indemnity. The Agency shall indemnify, defend and hold City harmless from any and all claims and damages, (including reasonable attorney's fees and costs), arising from the Agency's use of the Facility. It is the intention of the parties that the indemnity provided for by this agreement provides for indemnity to the fullest extent provided by the law.

The Agency shall further indemnify, defend, and hold City harmless from any and all claims and damages, (including reasonable attorney's fees and costs), arising from any breach or default in the terms of this agreement or arising from any act, negligence, fault or omission of the Agency or its agents, employees, or invitees, and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred as a result of any such claim or any action or proceeding brought on such claim.

(15) Damage to Premises. The Agency shall not cause or permit any damage, waste, or injury to the premises. No alterations, whether permanent or temporary, to the property may be performed. Any alterations or changes requested must be sent in writing to the office of the City Clerk for consideration by the Mayor. Any alterations or changes must be at the cost of the Agency and performed by the City of Amory. If alterations or changes to property occur, these alterations, if causing change to any part of the facility, become the property of the City of Amory. In the event any damage, waste, or injury occurs from the Agency's use of the premises, the Agency, at its sole cost and expense, shall take all necessary action to repair and/or restore the premises to its original condition based on approval by the Mayor and City Clerk, ordinary wear and tear excepted. All repairs and restorations shall be at least equal in

quality of materials and workmanship to that originally existing on the premises and shall not be performed without prior express consent by the Mayor and City Clerk.

(16) Notices. All notices and communications required or allowed to be sent pursuant to this agreement may be personally served or by certified or registered United States mail, postage prepaid, as follows:

By City to the Agency

City of Amory, Mississippi

Attn: City Clerk

P.O. Drawer 457

AMORY, MS 38821

By the Agency to City:

Name of Agency: _____

Attention: _____

Address: _____

(17). Miscellaneous.

(a) Governing Law. The laws of the State of Mississippi shall govern this agreement in all respects. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions which shall remain in full force and effect.

(b) Entire Agreement. This agreement constitutes the entire agreement between the parties and no earlier statements or prior written matter shall have any force or effect.

(c) Modification. This agreement shall not be modified or amended except by written instrument subscribed by both parties.

WITNESS the signature of the City of Amory, Mississippi, acting by and through the Mayor and City Clerk of the City of Amory, Mississippi pursuant to a duly authorized authority by the City of Amory Board of Aldermen this _____ day of _____, _____.

CITY: CITY OF AMORY, MISSISSIPPI.

By: _____

Corey Glenn, Mayor

ATTEST:

Jamie Morgan, City Clerk

WITNESS the signature of _____, acting by and through the President and Clerk of the _____, Mississippi pursuant to a duly authorized authority by the Board of _____ this _____ day of _____, _____.

_____, MISSISSIPPI

Printed Name and Title

ATTEST:

Printed Name and Title of Clerk of Agency

WITNESS the signature of _____ Department, acting by and through the _____ of _____ this _____ day of _____, _____

_____, MISSISSIPPI

Printed Name and Title

WITNESSETH:

WHEREAS, Participant is participating in the following activity, (herein the "Activity"):
at the Wellness and Training Facility

WHEREAS, the Activity is to occur and/or be conducted on property belonging to City; and
WHEREAS, the Participant understands and agrees that the City has no affiliation with the person and/or entity conducting the Activity, the City is not conducting the Activity in whole or in part; and that the Activity is not a joint venture, partnership or other joint activity of any kind between the person and/or entity conducting the Activity and City; and

WHEREAS, Participant understands and agrees that City is only allowing the Activity to occur on City property and nothing more; and

WHEREAS, the City, as a condition of Participant participating in the Activity, requires an indemnity agreement from Participant, in addition to all other legal protections, rights and remedies available to City as provided for by law, including, but not limited to all laws of the State of Mississippi.

NOW, THEREFORE, in consideration of Participant being allowed to participate in the above-described Activity on property belonging to the City of Amory, Mississippi:

1. Participant does hereby agree to assume all risks of participating in the above-described Activity. Participant understands that the above Activity may result in physical injury, psychological injury, bodily harm up to and including death, injury to property, illness, paralysis, and/or other types of injuries and harm not specifically set out herein.
2. Participant, in consideration of being allowed to participate in the Activity upon City property does hereby agree to release, indemnify, protect, defend and save harmless the City, its officers, employees, and agents, from any loss, liability, or damage, including costs, for bodily injury and/or property damage, sustained by Participant and/or any person, persons, or entity as a result of engaging in the Activity.
3. The indemnity and release granted by Participant herein shall be to the fullest extent allowable by law, and shall include, but not be limited to, indemnity from and against any and all claims, demands, actions, settlements, awards and judgements for loss, injury, pain and suffering, death or other damage, and any cost or expense in connection therewith, caused by or arising out of Participant engaging in the Activity.
4. The indemnity granted by Participant herein shall be applicable to all actions and inactions of Participant and shall also include all actions and inactions of anyone acting by, through, under the employment of, or for Participant. The indemnity granted herein shall also apply regardless of whether or not loss, injury, or damage occurs from intentional acts, negligence, omissions, and/or supervisory action or inaction of Participant, or of the person or entity conducting the Activity.
5. This Agreement shall be binding upon the heirs, beneficiaries, personal representatives' estate, agents and assigns of Participant.

IN WITNESS WHEREOF, the Participant has executed this agreement this the ____ day of _____, _____

PARTICIPANT Signature

ADDRESS: _____

PHONE: _____

7.0 Hold Harmless & Release of Liability

The City of Amory, employees, outside agency, etc. has inspected the facility and finds it acceptable for the intended uses. Any outside agency utilizing the facility shall not rely on any representative or warranties concerning the facility except those that may be set form herein. All agencies accept sole responsibility for all accidents, damages, bodily injury, or damage to personal property occurring during the use of the facility by the agent or employee of any agency, participant in classes or training, City employee, or etc.

No City or Department Liability For Agency's Property Damage: Agency waives any and all claims, suits, and causes of action against the City of Amory or Department under the authority of the City of Amory (including its employees, commissioners, officers, or agents) for any property loss or damage done to facility participants' property, whether real, personal or mixed, occasioned by participants' activities during use of the facility. It shall be the participants' responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the City of Amory and Department under the authority of the City of Amory, the user, third party, or act of nature.

City Property Damage: Agency shall compensate the City of Amory for any and all damages to the facility and the City property occasioned by or arising from the use of the facility by the or arising from the use of the facility by the participant or anyone at the facility (or other Agency/Department property as a result of the Agency's activities on the facility) in connection with participants' use of the facility, ordinary wear and tear excepted.

Indemnity and Hold Harmless: Participant agrees that it will protect, save, defend, hold harmless and indemnify the City of Amory and Departments under the authority of the City of Amory, its employees, volunteers, officers, and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences, (except for losses or injuries occurring as the result of the sole negligence of the Cityof Amory or Departments under the authority of the City of Amory.), regardless of who the injury party maybe. This section is expressly agreed to as a condition of using the facility.

All participants must complete the form on the following page to participate or use the City of Amory Wellness and Training Facility including those participants in events as hosted by outside agencies:

City of Amory Wellness & Training Facility
Agreement and Release from Liability

In consideration of participation in the following described event or activity I, _____, choose to voluntarily participate in the activity (herein the "Activity"), with the City of Amory, Mississippi, (the "Releasee"), I hereby agree as follows:

1. I, (the "Releasor") and anyone claiming on my behalf, releases and forever discharges Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents, executives, departments, governing board, and anyone claiming through them (collectively, the "Released Parties"), in their individual, representative, corporate and/or governmental capacities, from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which I may have or claim to have against Releasee or any of the Released Parties arising out of or relating to any injury, loss or damage to person and/or property that may be sustained as a result of participation in the Activity (the "Claims").
2. I understand that participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and elect to voluntarily participate in the Activity.
3. I agree to indemnify Releasee against any and all claims, actions, lawsuits, damages and judgments, including attorney's fees, arising out of or relating to my participation in the Activity, to the fullest extent allowable by law.
4. This Release for Participation in Event or Activity (the "Release") shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasee.
5. This Release shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, executors, successors, executives, governmental bodies, and/or assigns. I have the authority to release the Claims and have not assigned or transferred any Claims to any other party. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Mississippi.
6. I have carefully read and fully understand all the provisions of this Release and I am freely, knowingly and voluntarily entering into this Release.

SIGNATURES

Releasor (Participant)

Date

Releasor (Parent or Guardian of Participant)
(Must sign if Participant is under 18)

Date