

Waydan Enterprises, Inc. d/b/a

The Garden Center

10682 Bandera Rd.

San Antonio, Texas 78250

RELEASE OF LIABILITY

Name: \_\_\_\_\_

Reserved Date: Sat. Oct. 29th

Function: Art Under the Oaks 2022

Phone #: \_\_\_\_\_

We hope your experience here is an enjoyable one. Please be aware that you may encounter some hazards while visiting our nursery such as: Falling trees, water hoses, being sprayed by water hoses, fungicide in outdoor fountains, ants, bees, wasps, small rocks, big rocks, slippery walkways, uneven walkways, thorny plants, biting/scratching cats, pallets, runaway carts, algae, ice in winter, rain anytime, and bird droppings. Please be careful and watch your step. In addition, in exchange for the use of The Garden Center's Outdoor Meeting Room, Farmer's Market &/or Food Truck areas, I/we agree for myself/all members of this party to the following:

1. I/We agree to observe & obey all posted rules and warnings, and further agree to follow any other oral instructions or directions given by the employees of The Garden Center.
2. I/We recognize there are certain inherent risks associated with The Garden Center, such as those listed above, and I/we assume full responsibility for personal injury of anyone in my/our party, and further release and discharge Waydan Enterprises, Inc., The Garden Center, Owners, and Employees for injury, loss, or damage arising out of my/our use of or my/our presence upon the facilities of The Garden Center, whether caused by the fault of anyone in my/our party or other third parties.
3. I/We agree to indemnify and defend Waydan Enterprises, Inc., The Garden Center, Owners, and Employees against all claims, causes of actions, theft, vandalism, damages, judgments, costs or expenses, including attorney's fees and other litigation costs which may in any way arise from my/our use of or my/our presence upon the facilities of The Garden Center.
4. I/We agree to pay for all damages to the facilities of The Garden Center caused by my/our negligent, reckless or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.

**I/We have read and understand this document. I/We further understand that by signing this release I/we voluntarily surrender certain legal rights.**

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

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

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

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

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip: \_\_\_\_\_

City/Zip: \_\_\_\_\_