Event Space Release & Liability Waiver

Event Name: ___________________________________________________ Event Date: __________________________

Event Space(s): _____________________________________________________________________________________

This Event Space Waiver and Release of Liability ("Release") is entered into this the ____ day of ________, 20__ between the Discovery Place, Inc. ("DPI") and _________________________________________________________ ("Applicant").

WHEREAS Applicant desire(s) to host the Event, described above ("Event") at the Event Space(s), as herein identified above ("Event Space(s)"), and such Event requires the permission and approval of DPI.

IN CONSIDERATION for being permitted and approved to host the Event at the Event Space, Applicant hereby agrees to the following terms and conditions:

A. Applicant assumes all responsibility, liabilities, hazards and risks, whether known or unknown, incidental to the event (including but not limited to the serving of food and/or alcoholic beverages) and hereby waives, releases and forever discharges, for itself and for its personal representatives, spouse, assigns, heirs, next of kin, agents, and/or employees, DPI and its directors, officers, employees, agents, and volunteers, present, past and future (hereinafter referred to as "Releasees") from any and all claims, costs, causes of action, and liability for personal injury or death and loss, damage to or destruction of property arising from or in connection with the Event or the use of DPI, grounds, and appurtenances.

B. The Applicant agrees and covenants to hold harmless, defend, reimburse, and indemnify DPI and its Releasees for any and all damages, losses, liabilities, claims, demands, suits, and expenses (including legal fees) incurred by DPI or paid by it to any person (including its insurers) in response to any accident, injury (including permanent disability or death), loss, or property damage, however caused, resulting from, arising out of, or otherwise in connection with the Event. Applicant shall indemnify DPI and its Releasees should any individual or entity make a claim against DPI in connection with the Event, including, without limitation, any accident Applicant may be involved in or any injury, loss, or damage to Applicant, third parties, or property however caused.

C. This Event Release and Liability Waiver shall be binding upon and enforceable against Applicant, its personal representatives, spouse, assigns, heirs, and next of kin, agents, and/or employees without limitation. It is Applicant’s intent that the words, terms, provisions, covenants, and remedies contained in this Release shall be enforceable to the fullest extent permitted by the Laws of the State of North Carolina. If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.

BY SIGNING, APPLICANT ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS EVENT RELEASE AND LIABILITY WAIVER AND THAT THEY ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE DPI.

Printed Name of Person or Entity: ______________________________________________________________________

By: ______________________________________________ Its: ______________________________________________

(Signature)    (Date)