



WAIVER AND RELEASE OF LIABILITY  
ASSUMPTION OF RISK AGREEMENT

In Consideration of my being permitted to participate in the Tomato War and related activities (“Tomato War”), I hereby acknowledge and assume all risks of injuries associated with and arising from my participation in the Tomato War, which risks include the potential for serious injury, permanent disability, and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, and I agree to INDEMNIFY AND FOREVER HOLD HARMLESS Philip Mactaggart, Tower Hill 2014 LLC, Gordon Elliott, Claire Elliott, its owners, operators, officers, directors, employees and its landlord(s) (individually and collectively “Releases”), for any injuries or damages whatsoever I sustain arising from my participation in the Tomato War, whether caused by the negligence of the Releasees, other Tomato War participants, or otherwise.

I further agree and understand that I am NOT TO REMOVE THE PROTECTIVE EYEWEAR while on the playing field or the surrounding area, and I understand that removing the protective eyewear while on the playing field or surrounding area may result in permanent loss of eyesight or other serious injury. And I understand that I am to obey all safety signage related to the Tomato War and other event activities.

I have read and understand this Waiver and Release of Liability – Assumption of Risk Agreement (“Agreement”), and that the terms of this Agreement cannot be modified orally by anyone.

_____	_____	_____
Participant’s Signature	Date	Age
_____		
Participant’s Printed Name		
_____		
Participant’s Address		
_____		
Participant’s Phone Number		

In the event the Participant is a minor under the age of eighteen, then this Release must be signed by a parent or legal guardian. Participant must be at least twelve (12) years old to participate in the adult Tomato War.

I hereby certify that I am the parent or guardian of the above minor Participant, and I have read and fully understand all of the terms of the foregoing Agreement, and I hereby give my consent and agree to all of the terms of the Agreement, including Participant’s release and indemnity of Philip Mactaggart, Tower Hill 2014 LLC and all the other Releases. I also release and indemnify Philip Mactaggart, Tower Hill 2014 and all the other Releases from any and all liabilities whatsoever in any way arising from or related to Participant’s involvement in the Tomato War and other event activities.

_____		
Parent / Guardian Signature of Consent Date / Minor Participant’s Birth Date		
_____		
Parent / Guardian Printed Name		