

WAIVER OF LIABILITY

I have requested that I be allowed to participate in an activity/class/event through the City of Spokane Parks & Recreation Department. I acknowledge that the activity/class/event in which I am participating may be physically and mentally challenging and/or dangerous. As such, I expressly acknowledge and understand that my participation is voluntary and may involve the risk of injury, property damage, or even death. I agree that before I participate in the above activity/class/event, I understand the nature of this program, the facilities, equipment, and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person(s) in charge.

HOLD HARMLESS AGREEMENT: in consideration for being permitted to participate in the activity/class/event hosted by the City of Spokane, to the maximum extent permitted by law, I voluntarily assume all risks of bodily injury or property damage associated with participation. I agree to defend, indemnify, and save harmless the City of Spokane, its appointed and elected officers, employees, agents, and representatives from and against all loss or expense including but not limited to judgments, settlements, attorney fees, and costs for bodily injury, death, or property damage arising out of any act or omission under or in connection with my participation except only such injury as shall have been occasioned by the sole negligence of the City of Spokane, its appointed and elected officers, employees, agents, or representatives. To the extent any of the damages referenced herein were caused by or resulted from the concurrent negligence of the City of Spokane, its elected and appointed officers, employees, agents, or representatives and others, this obligation to indemnify, defend, and hold harmless is valid and enforceable to the extent of the negligence of the participant. I hereby consent to first aid, emergency medical care and if necessary, admission to an accredited hospital when necessary for executing such care, for treatment of injuries that I may sustain while participating in the above-referenced activity/class/event.

I understand that it is my obligation to have a health insurance policy in effect while participating in the above-referenced activity/class/event and to otherwise be responsible for any and all medical expenses which may be incurred while participating. *I grant full permission to use any photographs, videotapes, video clips, or recordings for publicity purposes by the City of Spokane.* I understand and agree that this Waiver and Release of Liability is governed by laws of the State of Washington and is intended to be as broad and inclusive as permitted by law and that if any part of it is held to be invalid, the balance of this document shall continue in full force and effect. I certify that I have carefully read all of the foregoing provisions, that I know and understand the contents hereof, that I have had the opportunity to seek legal counsel prior to signing it, and voluntarily sign this Waiver and Release of Liability as my own free act.

SPORT:

TEAM NAME:

DIVISION:

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