

# Waiver of Liability, Assumption of Risk, and Indemnity Agreement



**Waiver:** In consideration of permission to use today and on all future dates the property, facilities, staff, equipment, and services of this Municipal facility, I, for myself, my heirs, personal representatives or assigns, do hereby waive, release, forever discharge, and covenant not to sue The City and Borough of Wrangell, all assembly members, directors, officers, employees, managers, agents, contractors, consultants, representatives, volunteers, attorneys, insurers and agents from any and all liability and all claims, actions, causes of action, costs, expenses and demands, including negligence resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

**Assumption of Risks:** I specifically acknowledge this use of Municipal property, facilities, staff, equipment, services and/or participation in this activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. This facility provides for activities such as social events, community outreach, clinics, classes, camps, and day care. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage. I agree not to participate in any activity unless physically able to do so. I acknowledge that I am responsible for the inspection and proper use of all Parks & Recreation equipment. I agree to notify a representative of Parks & Recreation if I notice any unsafe equipment or users.

The specific risks vary from one activity to another, but the risks range from

- 1) minor injuries such as scratches, bruises, sprains, and embarrassment
- 2) major injuries such as joint or back injuries, heart attacks, head injuries, and psychological trauma
- 3) catastrophic injuries including paralysis and death. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by use of this Municipal facility. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Defend, Indemnification and Hold Harmless:** I agree to DEFEND, INDEMNIFY, AND HOLD HARMLESS The City and Borough of Wrangell from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, or causes of action whatsoever, including attorney's fees, arising out of any damage, loss, personal injury suffered or sustained by me in connection with, or arising out of, or resulting from any and all of the activities contemplated by this Agreement, regardless of whether the risk is inherent, or is unrelated to risks inherent to the activity, including any such claims which allege negligent acts or omissions on the part of the City and Borough of Wrangell or any of its agents, employees, servants, or representatives from any claims brought against it. I agree that I AM ULTIMATELY RESPONSIBLE FOR MY OWN SAFETY during my use of this facility and/or my participation in this activity.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Alaska and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I HAVE READ THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

## Please complete the following:

|                      |                                    |
|----------------------|------------------------------------|
| Participant Name:    | Date:                              |
| Participant DOB:     | Participant or Guardian Name:      |
| Telephone and email: | Participant or Guardian Signature: |