

WAIVER OF LIABILITY

In consideration of being permitted to enter for any purpose any restricted area (herein defined as the areas to which admission by general public spectators is prohibited), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event (Colville Rendezvous Days), **EACH OF THE UNDERSIGNED** For himself, his personal representatives, heirs, next of kin, acknowledges, agrees and represents that he will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such entry upon such restricted area and that his participation, if any, in the event constitutes an acknowledgment that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted area(s):

1. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the City of Colville, Colville Chamber of Commerce, Rendezvous Committee, it's officers, employees, volunteers, promoters, other participants, operators, officials, any persons in a restricted area, sponsors, advertisers, owners and leasees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releasees," from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of releasees or otherwise while the undersigned is in or upon the restricted area, and / or competing, officiating in, observing, or working for, or for any purposes participating in the event:
2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releasees or otherwise while in or upon the restricted area and / or while competing, officiating, observing, or working for or for any purpose participating in the event.
4. **EACH OF THE UNDERSIGNED** expressly acknowledges and agrees that the activities at the event and in the restricted areas are potentially dangerous and involve the risk of serious injury and / or death and / or property damage. **EACH OF THE UNDERSIGNED** further expressly agrees that the Waiver of Liability is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE WAIVER OF LIABILITY and further agrees that no oral representations, statements or inducement apart from the forgoing written agreement have been made.

This waiver specifically embraces each and every activity sanctioned, authorized or promoted by said releasees during the entire event, and has the same effect as if executed after each and every activity in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified.

Signed _____ Date _____

If applicant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above, the waiver on the reverse side of this sheet.

PARENT / GUARDIAN WAIVER OF LIABILITY

If applicant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above, the following waiver:

The undersigned, _____ referred to as the parent(s) and natural guardian(s) or legal guardian(s) of _____, do hereby represent that he / she is (are), in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties previously referred to as releasees from all liability, loss, cost, claim or damage whatsoever may be imposed upon said releasees because of any defect in or lack of such capacity to so act and release said releasees on behalf of both of the undersigned.

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