

Appendix V

- Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (Exercise Policy)

Activity and location: _____

IN CONSIDERATION of being permitted to participate in any way in Whitman County Library sponsored activities (Activity”), I for myself, my personal representatives, assigns, heirs and next of kin:

1. Acknowledge, agree and represent that I understand the nature of the Activity and that I am qualified, in good health and in proper physical condition to participate in such Activity. I further acknowledge that the Activity may involve certain hazards. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. Fully understand that:
 - a. Activity involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death, and also involves risk of damage or loss to equipment (“Risks”);
 - b. These risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the “Releasers” named below.
 - c. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and responsibility for losses, costs and damages I incur as a result of my participation in the Activity.
3. Hereby release, discharge and covenant not to sue the Whitman County Library, their affiliates, the unaffiliated instructor _____, their respective administrators, directors, and officers (the Releasers” herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasers or otherwise, including negligent rescue operations; and I further agree that I, despite this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement I, or anyone on my behalf, makes a claim against any of the Releasers, I will indemnify, save, and hold harmless each of the Releasers from any litigation expenses, attorney fees, loss, liability damage, or cost which any may incur as the result of such claim.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Participant’s Signature _____

Printed Name _____ Date _____

Guardian’s Signature (if participant is under 18 years of age): _____

Printed Name _____ Date _____

Adopted 2/13/17 Resolution 2017-8