

Release of Liability and Indemnity Agreement

SPOKANE RIVER CLEAN-UP – SEPTEMBER 16, 2017

THIS DOCUMENT IMPACTS YOUR LEGAL RIGHTS - PLEASE READ CAREFULLY

1. I understand the Spokane River Clean-Up involves physical activity that carries with it the risk of death, serious bodily injury, and property loss. The risks include, but are not limited to, risks caused by terrain, conditions, facilities, temperature, weather, equipment, the Spokane River, and the actions of other participants, team leaders, and other people. Further risk is posed by the trash or garbage I may find in the clean-up area, which may be hazardous or pose a risk of infection, including, without limitation, broken glass, jagged metal, syringes, chemicals, sharps, condoms, and human or animal waste.

I understand these risks involved in the clean-up activities are risks to me personally, and to all other participants.

2. I hereby **ASSUME ALL OF THE RISKS** of participating in the River Clean-Up, including, but not limited to, each of the risks described above, and the risk of negligence or carelessness by the organizers and all other persons or entities being released.

3. To the fullest extent allowed by law, and in consideration of the right to participate in the River Clean-Up, I hereby agree to **RELEASE, INDEMNIFY and HOLD HARMLESS** The Lands Council, the City of Spokane, all other event partners (together, the "Participant Organizations"), and their directors, officers, employees, agents, and members, from any claim for any injury or damage suffered by me, or by others in my supervision, custody or care that I involve in this activity.

4. I further agree to pay any and all legal fees and costs which The Lands Council or other Participant Organizations may incur in any action which may arise from my participation in this activity or from any action to enforce this RELEASE.

5. I certify that I am physically fit and in sufficient physical condition to participate in the River Clean-Up, and have not been advised otherwise by a qualified medical person. I hereby consent to receive any medical treatment which may be deemed advisable by medical or first aid personnel associated with the River Clean-Up if I am injured or become ill during this activity.

6. I give this RELEASE personally and on behalf of any minors who are under my custody, care or supervision while participating in this event. I agree this RELEASE binds me and all such persons, including my and their family members, heirs, executors, and administrators. I also give permission, personally and on behalf of such minors, to be photographed during River Clean-Up activities and consent to the use of such photographs by the event organizers for any purpose.

7. **If I am signing on behalf of a minor**, in addition to the above, I also agree to RELEASE, HOLD HARMLESS, AND INDEMNIFY the entities named above for any claims of the minor and I warrant that I am authorized to act on the minor's behalf in regard to this RELEASE. I agree to be responsible for any medical expenses incurred by the minor.

8. **First Aid Notice: It is the responsibility of each individual to have his/her own first aid kit and appropriate level of first aid training. Leaders do not take responsibility for group first aid.**

I HEREBY CERTIFY THAT I HAVE READ THIS DOCUMENT and understand its contents and sign it of my own free will. I understand this is a binding contract that is intended to provide a comprehensive release of liability for injuries I may suffer.

I am legally competent to sign this RELEASE, or my parent or guardian has also read and signed this RELEASE or given me permission to sign it.

A PARENT/LEGAL GUARDIAN MUST SIGN FOR ALL PERSONS UNDER 18 YEARS OF AGE.

Please read carefully before signing.

Name (please print)	Signature	Emergency Phone Number