

WAIVER AND RELEASE FROM LIABILITY FOR CITY PUBLIC PROPERTY USAGE

In consideration of participating in the use of the City of Clark Fork's (hereinafter collectively referred to as "City") parks or public property for which a "Facility Reservation Permit" is required, and for other good and valuable consideration, I hereby agree, **as a duly authorized representative of the group listed below**, to release and discharge from liability arising from negligence, the City, its employees, agents, volunteers, and all other persons acting on the City's behalf, on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that use of City Property involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the City from any and all claims, demands, or causes of action which are in any way connected with our use of the facility, or their equipment, arising from negligence. This release does not apply to claims arising from intentional conduct. Should the City or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, we agree to indemnify and hold the City harmless for all such fees and costs.
3. I represent that we have adequate insurance to cover any injury or damage we may suffer or cause and we agree to bear the costs of such injury or damage our self.
4. In the event that we file a lawsuit, we agree to do so solely in the state of Idaho, and we further agree that the substantive law of the State of Idaho shall apply.
5. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

Group or Organization Name: _____

Signature: _____ Printed Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: (____) _____ E-Mail: _____