



RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Project	Date	Project address
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In consideration of being permitted to utilize the City of North Sioux City's real property and/or equipment, the Undersigned, on behalf of himself or herself, and on behalf of any minors in the legal custody of the Undersigned, and on behalf of the undersigned's personal representatives, heirs, assigns, and next of kin, agrees to the following:

1. The Undersigned hereby releases, waives, discharges, and covenants not to sue the City of North Sioux City, its agents, officials, and employees (hereinafter "City"), for any and all claims for loss of damage, and any claim or demands therefore on account of injury to the person or property, including, without limitation, any loss or theft of any personal property, or resulting in death, which may now or hereafter have occurred as a result of being present at, competing in, officiating at, working at, participating in, observing at, or in any way using for any purpose any City facility, equipment, or recreation event or program, or while the undersigned is in, upon, or about any City premises, facilities, or equipment, even though that liability may arise out of negligence or carelessness on the part of the City or out of a dangerous or defective condition on property of equipment of the City. Premises as used herein shall mean any real property easement or right of way owned, leased or utilized by the City.

2. The Undersigned hereby further agrees to discharge the City, its agents, officials, and employees, and any other involved municipalities or public agencies, and their respective agents, officials, and employees ("Other Releasees"), from and against any and all liability arising out of or connected in any way with being permitted to enter, use, and enjoy any City facility, equipment, or recreational event or program for any purpose including, but not limited to observation, use of City facilities or equipment, or participation in any way, even though that liability may arise out of negligence or carelessness on the part of the City or the Other Releasees or out of a dangerous or defective condition on property or equipment of the City of the other Releasees.

3. The Undersigned hereby agrees to indemnify and save and hold harmless the City and Other Releasees and each of them any loss, liability, damage, or cost they may incur, including attorneys' fees, due to the presence of the undersigned in, upon, or about any City premises, facilities, or equipment or in any way due to the undersigned observing, participating in, or using any City facility, equipment, or recreational event or program, whether caused by the negligence of the City of other Releasees or otherwise.

4. The undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage while the undersigned is present in, upon, or about any City premises, facilities, or equipment or while the undersigned is in any way observing, participating in, or using any City facilities, equipment, or recreational event or program, whether caused by the negligence of the City or Other Releasees or otherwise. The undersigned expressly acknowledges and understands that accidents and injuries can occur during the use of any City facility, equipment, or while observing, participating in, or using any City facility, equipment, or recreational event or program for any purpose, including those resulting in serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes all of the risks due to the negligence of the City and Other Releasees, or due to a dangerous or defective condition of public property, or otherwise, whether or not a particular risk is known or unknown.

5. The Undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment which may be rendered, at the sole discretion of the City or Other Releasees, to the undersigned or to any minor in the legal custody of the undersigned who is injured while in, upon, or about any City premises, facility, or equipment or who is injured while observing, participating in, or using any City facility, equipment, or recreational event or program. The undersigned hereby agrees to expressly release and indemnify the City and Other Releasees against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein.

6. The Undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of South Dakota 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 this Release and Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statement, or inducements of any kind, apart from the foregoing written Agreement, have been made.

Project

Project Address

Print Name Participant

Participant's Address

I Have Read This Release and Agree to Comply.

Signature of Participant

Date