

HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE

***** INITIAL EACH PARAGRAPH, SIGN AND RETURN THIS DOCUMENT WITH YOUR APPLICATION*****

***** PLEASE RETAIN A COPY FOR YOUR RECORDS *****

ACTIVITY: Ponderay City Clean-Up

_____ In consideration for being permitted by the **City of Ponderay, Idaho** to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge and indemnify, in advance, the **City of Ponderay, Idaho** (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the **City of Ponderay, Idaho** (its officers, employees or agents).

_____ I further agree that this hold harmless agreement further binds any corporation, person and/or entity which I may own, represent or be an agent for, throughout the activity, to include preparation and conclusion activities. It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall serve as a release, discharge and assumption of risk for my heirs, estate, executor, administrator, assignees and all members of my family

_____ I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity, that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release, indemnify and hold harmless the **City of Ponderay, Idaho** (its officers, employees, and agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

_____ I further agree to indemnify and to hold the **City of Ponderay, Idaho** (its officers, employees and agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

_____ I HAVE CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE **CITY OF PONDERAY, IDAHO**, AND MYSELF AND I SIGN IT OF MY OWN FREE WILL. (Each participant / vendor must personally sign).

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ ADDRESS: _____

TELEPHONE # _____