

**City of Gladstone  
Release and Waiver from Liability  
(Inherently Dangerous Activity)**

This Release and Waiver of Liability is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (the "Participant") prior to the Participant's participation in the \_\_\_\_\_ activity (the "Activity") held at a venue of the City of Gladstone (the "City"). This agreement remains in effect from the day of signature for one full year.

The Activity is inherently dangerous. Rules and procedures have been established to help make the Activity as safe as possible; however, the City does not claim that such rules and procedures are sufficient in any way to protect the Participant or his/her property from damage, injury, illness, or death. Everyone attending this event is participating at their own risk.

In consideration of being permitted to participate in the Activity, the Participant understands and does hereby freely, voluntarily and without duress execute this Release and Waiver and agrees:

1. To release, indemnify and hold harmless the City and its employees, directors, officers, and agents from all claims, demands, liabilities, damages, charges, fees, fines, penalties, losses, suits, proceedings, actions, costs and expenses (including attorney fees and court costs) that the participant may now or hereafter have against them resulting from or arising out of the Participant's participation in the Activity. This release applies not only to the participant but also to the Participant's heirs and assigns.
2. To assume all of the risks, including property damage, injury, illness or death and agree to follow the safety code, rules and regulations of the City and its employees. Participant recognizes and understands that participation in the Activity involves inherently dangerous activities and chooses to willfully assume those risks.
3. To consent to the provision of emergency first aid or medical treatment if necessary. The release contained in Section 1 of this document includes any and all claims the Participant may have arising from the provision of such treatment.
4. That the City, and its employees, directors, officers, and agents are not responsible for the actions or omissions, whether intentional or negligent, of other participants or visitors of the City.
5. That this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. To grant the City the right to take and to use photographic or digital images/video/audio recordings of the Participant for informational, educational or promotional purposes.

Participant Printed Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

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If the Participant is under eighteen (18) years of age, the Parent or Legal Guardian of the Participant must sign this Release, Waiver and Indemnification Agreement on behalf of the Participant, and by doing so, explicitly and irrevocably consents to the terms hereof.

Parent or Legal Guardian Printed Name: \_\_\_\_\_

Relationship to underage participant: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

*City of Gladstone*  
*Release and Waiver from Liability*  
*Parental Release, Waiver and Indemnification for Minor Participant*

**Release, Waiver and Indemnification Agreement of Parent or Guardian of Minor Participant**

If the Participant is under eighteen (18) years of age, the Parent or Legal Guardian of the Participant must sign this Release, Waiver and Indemnification Agreement on behalf of himself or herself, and by doing so, explicitly and irrevocably consents to the terms hereof.

I hereby agree to release, indemnify and hold harmless the City of Gladstone and its employees, directors, officers, and agents from all claims, demands, liabilities, damages, charges, fees, fines, penalties, losses, suits, proceedings, actions, costs and expenses (including attorney fees and court costs) that the Participant or I may now or hereafter have against them resulting from or arising out of the Participant's participation in the Activity.

Parent or Legal Guardian Printed Name: \_\_\_\_\_

Relationship to underage participant: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_