

WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

As the Parent or Guardian of a Minor and on behalf of said Minor and in consideration of the privilege and opportunity of said Minor being a participant in the Mecosta County Youth Academy sponsored by Big Rapids City Police, Mecosta County Sheriff's Office and other assisting agencies, which includes but is not limited to, said Minor engaging in various physical activities and being transported to and from events and participation may involve certain inherent risks and dangers to his or her property and do hereby agree to assume the risks attendant to all activities associated with said Minor's participation in the Mecosta County Youth Academy, including, but not limited to property damage and/or personal injury (including death) to said Minor resulting from motor vehicle accidents or motor vehicle collisions on either public streets or private property; property damage and/or personal injury (including death) to said Minor resulting from his or her errors, omissions or negligent acts; property damage and/or personal injury (including death) to said Minor resulting from another person's or persons' errors, omissions or negligent acts; and property damage and/or personal injury (including death) to others resulting from said Minor's own errors, omissions or negligent acts. In this regard, I assume and agree to pay all medical costs for care and treatment of injuries to said Minor and/or expenses for loss of damage to said Minor's property arising from his or her participation in the Mecosta County Youth Academy.

I hereby agree to waive, on behalf of said Minor, his or her heirs, personal representatives, estate or assigns, subject to the approval of the court with appropriate jurisdiction, all claims of whatsoever kind and nature arising from said Minor's participation in the Mecosta County Youth Academy, which said Minor, his or her heirs, personal representatives, estate or assigns may have or in the future have against the Mecosta County Youth Academy, the City of Big Rapids, Mecosta County Sheriff's Office and all assisting Agencies and Companies, its officials, officers, agents, servants, representatives and employees in both their governmental and private capacities, and I hereby further agree on behalf of said Minor, his or her heirs, personal representatives, estates or assigns to fully and forever release, discharge, indemnify, defend and hold harmless, subject to the approval of the court with appropriate jurisdiction, the Mecosta County Youth Academy, the City of Big Rapids, the Mecosta County Sheriff's Office and all assisting Agencies and Companies, its officials, officers, agents, servants, representatives and employees, in both their governmental and private capacities, from any and all liability, claims, suits, demands, expenses of litigation or causes of action, which said Minor child, his or her heirs, personal representatives, estates or assigns may have or in the future have by reason of injury to person (including death) or loss of, damage to, or loss of use of any property occasioned by error, omission or negligent act by said Minor or any other person with regard to said Minor's participation in the Mecosta County Youth Academy, and I, on behalf of said Minor, his or her heirs, personal representatives, estate or assigns will defend and protect the Mecosta County Youth Academy and the City of Big Rapids, the Mecosta County Sheriff's Office and all assisting Agencies and Companies against any and all such claims and demands. I hereby further agree on behalf of said Minor, his or her heirs, personal representatives, estates or assigns that such waiver, release, discharge and indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City of Big Rapids, the Mecosta County Sheriff's Office and all assisting Agencies and Companies, its offices, officers, agents, servants, representatives or employees. This covenant of indemnification shall include reasonable attorneys' fees and costs incurred by the Mecosta County Youth Academy and City of Big Rapids, the Mecosta County Sheriff's Office and all assisting Agencies and Companies, in defense of such claim, action or liability.

PARENT/GUARDIAN KEEP THIS PAGE FOR YOUR RECORDS

I hereby also agree to waive all claims of whatsoever kind and nature, including, but not limited to, a claim for the loss of earnings and services of said Minor and a claim for medical and other expenses actually incurred as a result of injury to said Minor, arising from said Minor's participation in the Mecosta County Youth Academy, which I, my heirs, personal representatives, estate or assigns may have or in the future have against the Mecosta County Youth Academy, City of Big Rapids, Mecosta County Sheriff's Office and all assisting Agencies and Companies, its officials, officers, agents, servants, representatives, estate or assigns may have or in the future have against the Mecosta County Youth Academy, City of Big Rapids, Mecosta County Sheriff's Office and all assisting Agencies and Companies, its officials, officers, agents, servants, representatives, and employees, in both their governmental and private capacities, and hereby further agree to fully and forever release, discharge, indemnify, defend and hold harmless the Mecosta County Youth Academy, City of Big Rapids, Mecosta County Sheriff's Office and all assisting Agencies and Companies, its officials, officers, agents, servants, representatives and employees, in both their governmental and private capacities, from any and all liability, claims, suits, demands, expenses of litigation or cause of action which I, my heirs, personal representatives, estate or assigns may have or in the future have by reason of injury to person (including death) or loss of, damage to, or loss of use of any property occasioned by error, omission or negligent act by said Minor or any other person with regard to said Minor's participation in the Mecosta County Youth Academy, and I will defend and protect the Mecosta County Youth Academy and City of Big Rapids, Mecosta County Sheriff's Office and all assisting Agencies and Companies, against any and all such claims and demands. I hereby further agree that such waiver, release, discharge and indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the Mecosta County Youth Academy and City of Big Rapids, Mecosta County Sheriff's Office and all assisting Agencies and Companies, its officials, officers, agents, servants, representatives or employees. This covenant of indemnification shall include reasonable attorney's fees and costs incurred by the Mecosta County Youth Academy and the City of Big Rapids, Mecosta County Sheriff's Office and all assisting Agencies and Companies, in defense of said claim, action or liability.

It is further agreed that the execution of this Agreement will not constitute a waiver by the Mecosta County Youth Academy and the City of Big Rapids, Mecosta County Sheriff's Office and all assisting Agencies and Companies, of the defense of governmental immunity where applicable, or any other defense recognized by the Courts of the State of Michigan.

If any provision in this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement.

The terms hereof shall be in full force and effect during all periods of said Minor's participation in the Mecosta County Youth Academy, and the waivers, release, indemnification and hold harmless covenants for the protection of the Mecosta County Youth Academy and the City of Big Rapids, Mecosta County Sheriff's Office and all assisting Agencies and Companies, its officials, officers, agents, servants, representatives and employees, in both their governmental and private capacities, shall survive and be fully enforceable after said Minor's periods of participation end.

I, the undersigned have read this Waiver of Liability, Indemnification and Hold Harmless Agreement and have had the opportunity to consult with legal counsel before signing this Agreement. I understand all the terms of this Agreement, and I execute it voluntarily and with full knowledge of its significance.

PARENT/GUARDIAN KEEP THIS PAGE FOR YOUR RECORDS

Student attending Academy _____

Recording Consent

I, undersigned parent or legal guardian of the above-named minor, gives permission for my son/daughter to be photographed and video recorded by the media and the Big Rapids City Police Department during the Mecosta County Youth Academy. All images may be published by media and or the Big Rapids City Police Department, Mecosta County Sheriff's Office and all assisting Agencies.

Parent/Guardian's Signature _____ Date: _____

Transportation Waiver

I, undersigned parent or legal guardian of the above-named minor, will provide transportation to and from the Mecosta County Youth Academy. If I cannot provide transportation, I will make arrangements for my son/daughter and will notify Officer Sell or my child's mentor about the change.

Parent/Guardian's Signature _____ Date: _____

WAIVER OF LIABILITY, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, the undersigned parent or legal guardian of the above-named minor, have read the Waiver of Liability, Release, Indemnification and Hold Harmless Agreement and have had the opportunity to consult with legal counsel before signing this Agreement. I understand all the terms of this Agreement, and I execute it voluntarily and with full knowledge of its significance.

Signed this _____ day of _____, 20 _____

X _____
Signature of Parent/Guardian

Street Address

City, State and Zip Code

X _____
Signature of Minor