

WAIVER AND RELEASE OF LIABILITY

**THIS DOCUMENT CONTAINS A RELEASE OF CLAIMS AND LIMITS YOUR RIGHTS TO BRING ANY LEGAL ACTIONS.
PLEASE READ IT CAREFULLY BEFORE SIGNING**

For and in consideration of being permitted to participate in the Spokane Mounted Patrol fundraiser ("Activity") I _____ for myself, and my heirs, beneficiaries, devisees, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and agree as follows:

1. I am voluntarily participating in the Activity, and I am participating in the Activity **ENTIRELY AT MY OWN RISK**. I am aware of the risks associated with traveling to and from as well as participating in the Activity which may include but is not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own acts or omissions or the acts or omissions of others, conditions related to travel, or the patent or latent conditions of the location or facilities. I acknowledge that the Activity may involve a test of a person's physical or mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to, participants volunteers, spectators, coaches, officials, and monitors, and/or producers of the Activity.
2. I hereby agree to assume all risks fully and forever, both known or unknown, arising out of or in connection with my participation in the Activity.
3. I hereby **waive** all rights, claims, or causes of action of any kind whatsoever for any loss, damage, or injury of any kind (including death) (collectively "Loss") arising out of or in connection with my participation in the Activity.
4. I do hereby **fully release, relinquish, and forever discharge** Spokane Mounted Patrol, their affiliates, managers, employees, parents, subsidiaries, officers, directors, members, agents, attorneys, staff, volunteers, , representatives, predecessors, successors, and assigns, ("Released Parties") from and against any Loss arising out of or in connection with my participation in the Activity.
5. I further agree to defend, indemnify, and hold Released Parties harmless against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf or claiming by or through me, including attorney's fees and any related costs, related to or arising out of the claims released under this agreement.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I agree to voluntarily give up or waive any right that I, or anyone on my behalf may otherwise have to bring a legal action against the Released Parties. To the extent that applicable law does not prohibit releases for negligence, this release is also for negligence on the part of the Released Parties. In the event, that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as result of such treatment. I am aware and understand that I should carry my own health insurance.

Dated: _____
Participant

I _____ am the parent/legal guardian of _____ a minor and I hereby agree to and accept the terms of this agreement on behalf of said minor.

Dated: _____
Parent/Guardian