**Waiver, Release, and Indemnification Agreement**
**READ BEFORE SIGNING**

 In consideration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Minor Child”) being allowed to participate in any way in the \_\_\_\_\_Town of White Pine\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_2024 Easter Egg Hunt\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and any and all related activities sponsored by and conducted by the Town of White Pine (hereinafter collectively referred to as the “Event”) (hereinafter the Town of White Pine and all of its agents, employees, officials, and volunteers shall be referred to as “Releasees”), the undersigned acknowledges, appreciates, understands and agrees that:

 1. I understand that there are risks of injury to the Minor Child from the activities involved in and associated with this Event, and while particular rules, and personal discipline may reduce this risk, the risk of injury and even serious injury or worse does exist; and,

 2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and I assume full responsibility for the participation of the Minor Child in the Event and the Minor Child’s actions and conduct; and,

 3. I willingly agree to comply with any and all rules, procedures, terms and conditions for the participation of the Minor Child in the Event, and I agree that I am solely responsible for the Minor Child’s compliance with any and all rules, procedures, terms and conditions for the participation of the Minor Child in the Event. I further agree that I am solely responsible for conduct and actions of the Minor Child before, during, and after the Event. If, I observe any unusual hazard or condition during my presence or during the participation of the Minor Child in the Event, I will remove the Minor Child from participation in the Event and bring such hazard or condition to the attention of the nearest Town official immediately; and,

 4. I hereby voluntarily release, forever discharge, and agree to defend indemnify and hold harmless Releasees from any and all claims, demands, causes of action, which are in any way connected with the participation of the Minor Child in this Event or any use of Releasees’ equipment or facilities, including any such claims which allege negligent acts or omissions of Releasees; and,

 5. I certify that I and the Minor Child have adequate insurance to cover any injury or damage that the Minor Child may suffer while participating in the Event, and I agree to bear the costs of any injury or damage suffered by the Minor Child, including but not limited to all medical bills, expenses, treatment costs and expenses, and other liabilities or obligations of any kind.

 6. I certify that the Minor Child has no medical, mental, or physical condition, which limits or restricts the Minor child’s ability to participate in the Event. I further certify that the Minor child has no physical condition, health condition, mental/ psychological condition, disease, or illness, (i) which might be aggravated by the Minor Child’s participation in the event or (ii) which might cause the Minor Child significant or serious injury or death by the Minor Child’s participation in the Event.

 7. I further agree to defend, indemnify and hold harmless Releasees from any and all claims or suits for personal injury, bodily injury, death, property damage, medical bills, medical expenses, treatment expenses, impairment, or otherwise, which are brought by, or on behalf of the Minor Child, and which are in any way connected with the Minor Child’s participation in the Event, including injuries or damages caused by the negligence, actions, or omissions of any person, entity, or the Releasees.

 8. I voluntarily release, forever discharge, waive and agree to defend indemnify and hold harmless Releasees from any and all claims, demands, or causes of action, which I may have which are in any way connected with or result from any personal injury, bodily injury, death, medical bills, medical expenses, treatment expenses, or impairment of or to the Minor Child as a result of the participation of the Minor Child in this Event or any use of Releasees’ equipment or facilities, including any such claims which allege negligent acts or omissions of Releasees; and,

 9. I represent and certify that the Minor Child has no allergies of any kind with respect to any food, candy, drink, or other substance, which may be provided or be available at the Event. I further represent and agree that I am solely responsible for monitoring and restricting the Minor Child’s consumption or ingestion of any food, candy, drink, or other substance, which may be provided or be available at the Event.

 10. I represent that I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (relationship to the Minor Child, i.e., Mother, Father, Parent, Legal Guardian, Conservator) of the Minor Child, and further represent that I have full authority as Parent, Legal Guardian, or Conservator of the Minor Child to execute this Waiver, Release and IndemnificationAgreement.

 If any of the above provisions or terms are deemed unenforceable or invalid, the remaining terms and/ or provisions shall remain in effect and binding upon the persons executing this release and their relatives, child(ren), agents, representative, successors, assigns and heirs.

**I HAVE READ THIS** **WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

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Signature Date Signed

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Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date Signed

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Printed Name