

**Assumption of Risk, Release and Waiver of Liability
and Indemnity Agreement**

Event: _____ **Date:** _____

Participant Name (Print) _____

Participant Age _____

In consideration for permitting Participant to participate as a volunteer in the Event as directed by the relevant staff, the undersigned, for themselves and for their respective heirs, personal representatives and assigns, agree as follows:

Assumption of Risk : The undersigned hereby acknowledge and agree that they understand the nature of the Event; that Participant has consented to the other participants in the event; that Participant is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the Event, including without limitation risks and dangers as the result of actions of other participants; and that, except as expressly set forth herein, they knowingly and voluntarily accept and assume responsibility for each of these risks and dangers (including without limitation seriously injury or death), and all other risks and dangers that could arise out of, or occur during Participant's participation in the Event.

Release and Waiver: The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Cowlitz Black Bears, SWBG, LLC, Cowlitz Black Bears Concessions Management, LLC, City of Ridgefield, the West Coast League, or any subdivision, parent subsidiary or related party thereof, and each of them, their respective officers and employees, directors, owners, representatives, agents, and volunteers, (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death) and/or property loss, however caused, arising from, or in any way related to, Participant's participation in the Event, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Indemnification and Hold Harmless: The undersigned also hereby agree to INDEMNIFY , DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the Event, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable .

Permission to Use Likeness /Name. The undersigned further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting the Cowlitz Black Bears, the West Coast League and/or their respective events and activities, including those of its representatives.

Severability: The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Insurance: The undersigned represents that the Participant has health insurance, and that such insurance will be the primary, sole and exclusive coverage for any accident/injury to Participant in the Event. The undersigned has provided proof of insurance to Event staff members

Insurance: _____

Group/Participant ID: _____

Initial

Acknowledgment of Understanding: The undersigned have read this Agreement and have had the opportunity to ask questions about the same. The undersigned fully understand this Agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

_____ Date _____
Signature of Participant

Participant Name (Print) _____

_____ Date _____
Signature of Parent/Guardian if Participant is under age of 18

Parent/Guardian Name (Print) _____

_____ Date _____
Signature of Parent/Guardian if Participant is under age of 18

Parent/Guardian Name (Print) _____