

# Klickitat School District

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

### Gaurdian release for Under 18 years of Age Participants

1. In consideration for the child under my guardianship by the name of; \_\_\_\_\_ to participate in the Klickitat ASB 3 on 3 basketball tournament at the Klickitat School District and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND CONVENANT NOT TO SUE Klickitat School District, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my child, or to any property belonging to me or my child, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. To the best of my knowledge, my child/I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and they/I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. They/I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by me or my child, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the Klickitat School District, Officers, Servants, Agents, and Employees and I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Washington.
5. I understand that the Klickitat School District will not be responsible for any medical costs for any injury that I may sustain.
6. I further agree to become familiar with the rules and regulations of the Klickitat School District and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
7. I also understand that I should and am urged by Klickitat School District to obtain adequate insurance to cover any personal injury to my child which may be sustained during the activity or the transportation to and from said activity.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; as the guardian I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same in the name of my child under my guardianship.

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Printed Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Printed under 18 years of age Participant Name

\_\_\_\_\_  
Under 18 years of age Participant Signature

Witnessed and Collected By Klickitat Staff Member: \_\_\_\_\_  
Staff Member Name