

City of Dietrich Release of Liability

For usage of the Dietrich City Park

Release of Liability Agreement

This Release of Liability Agreement ("Agreement") is entered into on this ____ day of _____, 20____, by and between the City of Dietrich ("City") and the undersigned individual ("Participant").

1. Acknowledgment of Risk

The Participant acknowledges that the use of the City Park located at 620 N Main Street ("Park") may involve certain risks, including but not limited to physical injury, illness, or property damage. The Participant understands and accepts these risks as part of the use of the Park.

2. Assumption of Risk

The Participant voluntarily and willingly assumes full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained as a result of using the Park. The Participant acknowledges that they are using the Park at their own risk.

3. Release and Waiver

In consideration of being allowed to use the Park, the Participant hereby releases, waives, and discharges the City, its officers, employees, agents, and volunteers 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 the Participant, whether caused by the negligence of the City or otherwise, while using the Park.

4. Indemnification

The Participant agrees to indemnify and hold harmless the City from and against any and all claims, actions, damages, costs, and expenses, including attorney's fees, arising out of or resulting from the Participant's use of the Park, including any claims arising from the negligence of the City.

5. Medical Treatment

The Participant hereby authorizes the City to obtain emergency medical treatment for the Participant in the event of injury or illness while using the Park. The Participant agrees to be responsible for any medical expenses incurred as a result of such treatment.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

7. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understandings, whether written or oral, relating to the subject matter hereof.

By signing below, the Participant acknowledges that they have read, understood, and agreed to the terms of this Release of Liability Agreement.

Participant Name (Print)

Participant Signature

Date

City Representative Name (Print)

City Representative Signature

Date