

ACCIDENT WAIVER, RELEASE OF LIABILITY AND
INDEMNITY/HOLD HARMLESS AGREEMENT
IRONTOWN RAIL JAM

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include but are not limited to, those caused by the terrain, facilities, temperature, weather, condition of the athlete's equipment, vehicular traffic, actions of other people including but not limited to volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event and lack of hydration. I hereby assume all the risks of participating in this event.

I certify that I am physically fit, have sufficiently trained for participation in this event, and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability form will be used by the Member and the event holders, sponsors, and organizers and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns to: (A) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to me, including as to my traveling to and from this event, the following entities or persons: The City of Negaunee, the Negaunee Downtown Development Authority, its elected and appointed officials, employees and volunteers, and representatives and agents, and others working or acting in behalf of the City of Negaunee and the Negaunee Downtown Development Authority; and to the extent permitted by law (B) **Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of or relating to my attendance at or participation in this event.**

I hereby consent to receive medical treatment, which may be deemed appropriate in the event of injury, accident, and/or illness during this event.

I hereby certify that I have read this document and understand and agree to its content. Dated January 28, 2022.

Name (Printed) _____ Age _____ Signature _____

Parent or Legal Guardian Waiver for Minors

The undersigned parent and natural guardian or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity, and agrees to the fullest extent permitted by law to save, hold harmless, and indemnify the Member, their elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim, or damage whatsoever, including bodily injury or death, which may be imposed upon or incurred by the Member because of the participation of the minor in this event. By signing below, you also agree to release said parties in this regard on behalf of both the minor and the parents or legal guardian.

Guardian (if participant) under 18) Printed Name _____

Signature _____