

ACCIDENT WAIVER AND RELEASE OF LIABILITY

All participants must complete and return this form in order to participate. Please read it carefully.

Any and All Activities/Events during AQUAFEST, Lake Stevens, WA; July 29, 30, 31, 2022

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised not to participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application/the group's application and permitting me/the group to participate in this event, I hereby take action for myself, my executors, administrators, trustees, next of kin, successors and assigns as follows:

(A) I WAIVE, RELEASE AND DISCHARGE from any liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me. **THE FOLLOWING ENTITIES OR PERSONS:** Lake Stevens Aquafest Association and the City of Lake Stevens and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in paragraph (A) and this paragraph for/from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.

I acknowledge that Aquafest, their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Aquafest.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of the participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this activity or event.

I understand that at this event or related activities, I may be photographed and my image and/or likeness may be captured on/in a variety of formats. I agree to allow my photo, video, film, digital and other format likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

IF YOU ARE THE SPONSOR, HOST, LEADER OR "IN CHARGE" OF A GROUP, YOU ARE SIGNING THIS ON BEHALF OF YOUR GROUP. IT IS YOUR RESPONSIBILITY TO OBTAIN RELEASES FOR ALL OF THE PERSONS (ADULTS OR MINORS) IN YOUR GROUP.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND A CONTRACT. I AM SIGNING THIS OF MY OWN FREE WILL.

_____ Dated: _____, 2022
Participant's Name / Name of Group Signature of Participant / Leader

If the participant is a minor (under the age of 18 as of July 27, 2022): Complete and Return the Parent/Guardian Waiver
PARENT / GUARDIAN WAIVER FOR MINORS (under 18 years old as of July 27, 2022)

The undersigned parent and/or legal guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to the minor child's or ward's participation in the activity or event, and has agreed individually on behalf of the minor child or ward, to the terms of this Accident Waiver and Release of Liability form as set forth above. The undersigned parent and/or legal guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to herein above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor child, parent(s) and/or legal guardian.

_____ Dated: _____, 2022
Minor Participant's Name Signature of Parent / Guardian of Minor