

NCSO EMPLOYEE (AND GUEST(S)) WAIVER, LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT FOR PARTICIPATION IN OR USE OF EMPLOYER RECREATIONAL, ATHLETIC, SOCIAL AND/OR EXERCISE ACTIVITIES, EQUIPMENT AND/OR FACILITIES

I, _____, on behalf of myself and my guest or guests, have voluntarily chosen to use a Natrona County School District (NCSO) facility and/or recreational, social, exercise, athletic facility or opportunity and/or equipment (collectively, "Activity/Use") as described: _____

I understand and acknowledge that my (and my guest or guests) use of and/or participation in the above-described activity and/or equipment and/or facility is not related to or part of the performance of my job duties at NCSO. In exchange for NCSO allowing me to participate in the above-referenced Activity/Use of NCSO recreational, social, athletic, exercise activities and/or equipment or facilities, on behalf of myself and my guests, heirs and assigns **I, on behalf of myself and my guests, fully and forever expressly waive, release and discharge NCSO** and all of their employees, trustees, independent contractors, agents and volunteers (hereafter NCSO), and all such NCSO persons, individually and in their official capacities, whomsoever directly or indirectly are or may be liable, from any and all claims, litigation, demands, actions and causes of action, damages of every type and kind, costs, loss of services, loss of companionship, fees, expenses, and any and all other claims of damages whatsoever both in law and in equity, on account of, or in any way resulting from, personal injuries, emotional injuries, suffering, death or property loss or damages sustained by me or my guest(s), arising out of any activities related in any manner to the Activity/Use. **I further expressly stipulate, covenant and agree to indemnify and hold forever harmless, on behalf of myself and my guest(s), NCSO from any and all claims for any damages whatsoever including but not limited to all types of personal injury, wrongful death, civil rights, product liability, negligence, gross negligence, contract, employment, workers compensation, medical expenses, property loss or damage and/or punitive damages which may hereafter arise from NCSO's negligent, grossly negligent, willful or wanton acts or omissions, or my and/or my guest(s) negligent, grossly negligent, willful or wanton acts or omissions, or intentional act or omission associated with my Activity/Use.**

I, on behalf of myself and/or my guest(s), understand that the use of NCSO facilities and recreational, athletic, exercise and social activities, and/or the use of NCSO equipment and/or facilities are potentially ultra-hazardous and dangerous. I understand that NCSO is not and will not be responsible for monitoring or protecting me and/or my guest(s), for whom I agree to be personally responsible, against any physical, mental or emotional conditions or injuries I and/or my guest(s) may have or develop, or any allergies or health problems, if any, which may impact or in any way effect, occur or develop as a result of my and/or my guest(s)' participation in the Activity/Use. I agree to assume the risk, on behalf of myself and/or my guest(s) of all Activity/Use, **including but not limited to all risks and defects of any type or kind associated with the activities, the facility, equipment, other property and/or Activity/Use.** I understand and agree that there is no guarantee or promise that the Activity/Use is safe or the safest method, process, equipment and/or facility. **I accept all risks, obvious, inherent, non-inherent and/or hidden associated with the Activity/Use, whether they are obvious or not obvious. I understand that the risks may include but are not limited to, falls, impacts, lacerations, amputations, contusions, crush injuries, death, failure or defect of equipment, facility or vehicles, burns, tripping, criminal attack, collisions and other physical, mental and/or emotional injuries which may be substantial.** While NCSO may attempt to minimize the risks, I agree that NCSO is not obligated to utilize "due care" or minimize the risks, and such risks are specifically assumed by me, on behalf of myself and/or my guests.

I acknowledge that I have reviewed, understand and sign this Waiver, Liability Release and Indemnification Agreement voluntarily and under no duress, and with full knowledge and understanding of the risks and my responsibilities associated with the Activity/Use. I have had the opportunity to ask questions concerning this Activity/Use and this agreement, and I agree that all questions, if any, have been answered to my satisfaction. I represent that I and/or my

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guests are fully capable of safely participating in the Activity/Use and that I am willingly to assume the risk of injury and/or loss to myself and/or my guest(s) as my responsibility, including but not limited to the risks outlined above. **I understand that NCSD, in its sole discretion, may decline to accept or allow my and/or my guests' participation in the Activity/Use or may discontinue/withdraw my and/or my guest(s)' participation in the Activity/Use at any time at any time for any reason or no reason.**

As lawful consideration for being permitted by NCSD to voluntarily participate in the Activity/Use I, on behalf of myself, my guests and my heirs and assigns, release NCSD from any and all legal liability, agree not to sue, claim against, attach the property of or prosecute, **and further agree to defend, indemnify and hold harmless NCSD and all of its Trustees, volunteers, agents, independent contractors and employees, both individually and in their official capacities,** for any injury or loss of any type or kind or death caused by or resulting from my and/or my guest(s) participation in the Activity/Use described above, **whether or not such injury or death was caused in whole or part by NCSD's negligence, gross negligence or willful and wanton action or inaction, or from any other cause.** The terms of this Waiver, Liability Release and Indemnification Agreement are **contractual and not a mere recital** and contain the entire agreement between the parties hereto. If any portion of this Waiver, Liability Release and Indemnification Agreement is found to be unenforceable by a Court, that part which is unenforceable shall be excised and/or reformed by the Court so that this Agreement shall be held enforceable to the greatest extent possible.

This waiver will be in full force and effect from month to month and year to year unless and until revoked in writing by either the Principal/Assistant Principal or Employee.

I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENTS AND ENTER INTO THE AGREEMENT VOLUNTARILY.

Employee Signature

Principal or Asst. Principal - Date

Employee Name (print)

(Date)