

RELEASE AND WAIVER OF LIABILITY AGREEMENT

With my signature below I knowingly and voluntarily have made a request to ride on the John Wayne Pioneer Trail/Iron Horse State Park (Trail), knowing that the State Of Washington (The State) has deemed that some tunnels that the Trail passes through are unsafe and dangerous. The dangers include but are not limited to the possibility of falling debris, roof or wall collapse, debris on ground and lack of light in the tunnels. I agree to enter such tunnels at my own risk. I fully understand that head protection in the form of a certified protective helmet is recommended to avoid possible severe injuries or death. I further understand that I need to provide my own artificial source of portable lights, such a lanterns or flashlights. I take full responsibility to assure my safety.

I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian's initials (if under 18): _____

In consideration for permission to ride on the Trail and specifically through its tunnels, I agree to the following:

1. I waive and release the State with any affiliated State agency, and all their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively) from any and all liability for personal injury, death, and/or damage or loss of my personal property occurring during my ride. I also waive and release any claim arising from or related to the negligent act or omission, or alleged negligent act or omission by any member, employee or agent of the State.
2. I also agree that myself, heirs, executors, administrator and assigns shall indemnify, and hold harmless the State, all members and employees, their sureties, and each one of them, against any and all member of actions, suits, debts, counts, claims, and demands, or damages or liability or expense of every kind and nature, incurred or arising by reason of actual or claimed intentional, deliberate, indifferent, negligent, malfeasance, or wrongful act or omission, arising from related to or as a result of my use of the Trail. Or while accompanying any member or members of The State during the performance of their duties during my ride-along the Trail.

I have carefully read and fully understand its contents, and I sign it of my own free will. I also know and understand that I have the right to consult with an attorney before signing this agreement. I also can revoke this agreement at any time before my ride-begins, but once the ride begins, this release cannot be rescinded.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE STATE AND SIGN IT OF MY OWN FREE WILL.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

PARTICIPANT/ PARENT OR GUARDIAN

Signature

Name Printed _____

Signature of Minor _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN + INITIAL THIS FORM WHERE INDICATED.