

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Whereas, the undersigned wishes to participate in the City of Northfield Dog Swim at the Old Memorial Pool.

In consideration of being permitted to participate in the described event the undersigned hereby acknowledges and agrees that he/she undertakes such participation at his/her sole risk, and the City of Northfield, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not be liable for any claims for injuries or damages whatsoever to person or property of the undersigned arising in any manner out of his/her participation in the described event.

In further consideration of being permitted to participate in described event for any purpose including, but not limited to, observation, use of facilities or equipment, or participation in any way, the undersigned hereby agrees to the following:

The undersigned hereby releases, waives, discharges and covenants not to sue the City of Northfield, its elected and appointed officials, officers, employees, or authorized representatives or volunteers (hereinafter referred to as "releasees") from all liability to the undersigned for any loss or damage, and any claim or demands thereof on account of injury to the person or property or resulting death of the undersigned, whether caused by the negligence of the releasees or otherwise, while the undersigned is participating in any way in the described event, or is in, upon, or about the premises of City of Northfield, or any facilities or equipment therein.

The undersigned hereby assumes full responsibility for risk of bodily injury, death or property damage due to the negligence of releasees in any way connected with the described event an/or while using any of the City of Northfield's premises or any facilities or any equipment thereon.

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

The undersigned has read and voluntarily signs this release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I have read, understand and agree with this release.

Name: _____ (Print)

Signature of Participant

Date

Witness
