



# The City of TIOGA

WHERE THE RICHES OF THE EARTH ARE MADE USEFUL THROUGH THE INGENUITY OF PEOPLE

## MEMBER WAIVER & LIABILITY RELEASE Tioga Community Center

Member's Last Name: \_\_\_\_\_  
 Member's First Name: \_\_\_\_\_  
 Phone#: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Emergency Contact Name: \_\_\_\_\_ Phone#: \_\_\_\_\_

Children:	Name	DOB
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

### CITY OF TIOGA RELEASE AGREEMENT

In consideration of being permitted to use the Tioga Community Center, the undersigns agrees to the following:

1. **THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF TIOGA, ITS ELECTED OFFICIALS, ITS EMPLOYEES, OFFICERS AND AGENTS** (hereinafter referred to as 'releases') from all liability to the undersigned, his or her personal representatives, assigns, heirs and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the releases or otherwise while the undersigned is using or participating in an any events at the Community Center.

2. **THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS** the releases from all liability, claims, demands, causes of action, charges, expenses, and attorney fees resulting from involvement in this activity whether caused by any negligent act or omission or otherwise.

3. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** while upon City property or participating in any activity or event at the Community Center facilities and equipment whether caused by any negligent act or omission of releases or otherwise. The undersigned expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by North Dakota law. I acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City or its employees, agents or officers if I am injured or damaged for any reason as a result of my use of the Community Center. **IF THE PARTICIPANT IS A MINOR**, his or her custodial parent or legal guardian must read and execute this agreement.

I hereby warrant that I am the legal guardian or custodial parent of who is a minor, and agree, on my own and said minor's behalf to the terms and conditions of the foregoing agreement.

PARENT/GUARDIAN Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 PARTICIPANT Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return signed form directly to the Tioga Community Center