

FERRY COUNTY RAIL CORRIDOR TRAIL PERMIT

The Ferry County Commissioners may issue a special use permit for use on the Rail Corridor from Republic, north to the U.S./Canadian border.

Permit # _____

This permit is issued to:

Name:

Address:

City:

State:

Zip:

Phone:

Email:

Description of Motorized Vehicle:

License/VIN # _____

Dates Permit Valid:

Purpose of Permit:

Permit Issue Date:

Waiver of Liability, Assumption of Risk and Indemnity Agreement

Indemnification and Hold Harmless:

I, _____, indemnify, hold harmless and defend Ferry County and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against Ferry County as a result of loss, damage or injury to person or property by reason of my actions or omission by myself **for the purpose of riding motorized vehicles on the Rail Trail on the dates specified**. The undersigned has full power, authority, capacity, and right without limitation to execute, deliver and perform this release; provided, however, that participants under Eighteen (18) years of age must have this document signed by their parent or guardian.

Assumption of Risk: Participation in Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from the following, but not limited to, 1) minor injuries such as scratches, bruises and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and even death.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Binding Effect: This release and covenant contained herein shall be binding upon the undersigned and the undersigned's spouse, legal representatives, heirs, successors and assigns.

This release and covenant has been carefully and fully read by the undersigned and the undersigned fully understands its terms and conditions and has voluntarily executed and delivered this release as of this _____ day of _____, _____.

Signature

Date

Printed Name

CONSENT OF PARENT OR LEGAL GUARDIAN

I, _____, have read all of the above, including the Indemnification and Hold Harmless, in full. I fully understand its terms and conditions and I hereby voluntarily execute and deliver this consent for _____ to participate in the Activity stated above. I further agree to be fully bound by the terms and conditions of this agreement as a parent or legal guardian for the above named participant, and I represent that I have full power, authority, capacity, and right to execute and deliver this consent and agreement on the part of said named minor child.

Signature of Parent or Guardian of Minor

Parent or Guardian of Minor

(Please Print)

Date

Approved this _____ Day of _____, _____.

CHAIRMAN

VICE-CHAIR

MEMBER

ATTEST:

Clerk of the Board