

WAIVER AND RELEASE AGREEMENT

Read Carefully Before Signing

This Is a Release of Liability and Waiver of Certain Legal Rights

The intent of this WAIVER AND RELEASE AGREEMENT is that I, the undersigned, ASSUME ALL RISK of personal injury, property damages and wrongful death incident to my participation in the Pinedale Volunteer Fire Department Cadet program, and in consideration of my being permitted to participate in that program and use of the property and facilities of the Pinedale Volunteer Fire Department, I make this agreement.

I acknowledge that volunteer work with the Pinedale Volunteer Fire Department Cadet program has inherent risks, hazards and dangers that cannot be eliminated. I understand that these risks, hazards and dangers include, but are not limited to: falling; rough physical contact with other persons in the course of the program; being struck by water; being exposed to chemicals; physical strain; and the effects of severe natural and artificial temperatures. I understand these risks, hazards and dangers and have had the opportunity to consider them before signing this document. I understand that the Cadet program requires good physical conditioning and a degree of instruction, which I understand that I must have or acquire in order for me to engage in the Cadet program safely. I understand that I have responsibilities for my own safety and the safety of others and will have the opportunity to determine how to meet those responsibilities. My participation is purely voluntary. No person is forcing me to participate in the Cadet program and I elect to participate in spite of all risks. I will be voluntarily using the Cadet program and the property and facilities of the Pinedale Volunteer Fire Department with full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept any and all risks of injury, property damages, paralysis, or death.

I, for myself, my heirs, successors, executors, subrogees and any and all others that may claim through me, hereby knowingly, voluntarily and intentionally waive, release, indemnify and hold harmless Sublette County, the Town of Pinedale, any person that has any property interest in the facilities of the Pinedale Volunteer Fire Department and all members and, for any of the foregoing entities, any and all directors, officers, agents, employees, and volunteers, from and against any and all claims or legal actions which are related to, arise out of, or are in any way connected with my participation in the Pinedale Volunteer Fire Department Cadet program based upon the negligent or reckless act of any other person. I, for myself, my heirs, my successors, executors, subrogees and any and all others that may claim through me, further agree not to sue or bring any legal action against any of the above-named persons or entities as a result of any injury, property damages, paralysis, or death suffered in connection with my use and participation the use of the property and facilities of the Pinedale Volunteer Fire Department. I hereby assert that I am in good physical health and have the ability to safely engage in the Pinedale Volunteer Fire Department Cadet program.

I also understand that the Pinedale Volunteer Fire Department and its volunteers are subject to certain immunities provided by Wyo. Stat. ' 1-1-125 and procedures set out in the Wyoming Governmental Claims Act. Wyo. Stat. ' ' 1-39-101 through -139.

I have carefully read, clearly understand, and voluntarily sign this waiver and release agreement.

Dated this _____ day of _____ 200____.

Signature

Printed Name

PARENT, GUARDIAN OR CUSTODIAN MUST READ AND SIGN THE INDEMNIFICATION ON THE FOLLOWING PAGE.

INDEMNIFICATION

In consideration for the above minor being permitted to participate in the use the property and facilities of the Pinedale Volunteer Fire Department Cadet program, I agree to the following waiver, release and indemnification.

I, the undersigned parent, guardian or custodian of the above minor, for himself/ herself and on behalf of said minor, hereby joins the foregoing waiver and release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Sublette County, the Town of Pinedale, any person that has any property interest in the facilities of the Pinedale Volunteer Fire Department and all members and, for any of the foregoing entities, any and all directors, officers, agents, employees, and volunteers, from and against any and all claims or legal actions brought by said minor or by anyone on behalf of said minor, as a result of said minor=s participation in the Pinedale Volunteer Fire Department Cadet program based upon the negligent or reckless act of any other person, and agree not to sue or bring any legal action against any of the above-named persons or entities as a result of any injury, property damages, paralysis, or death suffered in connection with my use and participation the use of the property and facilities of the Pinedale Volunteer Fire Department.

I also understand that the Pinedale Volunteer Fire Department and its volunteers are subject to certain immunities provided by Wyo. Stat. ' 1-1-125 and procedures set out in the Wyoming Governmental Claims Act. Wyo. Stat. ' ' 1-39-101 through -139.

I affirm that the above named minor is over 16 years of age and also agree to provide proof of said minor=s age through a duly attested birth certificate, a copy of which will remain on file at the Pinedale Volunteer Fire Department, according to Wyo. Stat. ' ' 27-6-107 & -108.

Dated this _____ day of _____ 200_____.

Signature of Parent or Guardian

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Printed Name of Parent or Guardian

Printed Name of Minor