**Assumption of Risk, Release, and Indemnity Agreement**

**Assumption of Risk:** I understand that the activities in which I (or my child) will engage at or near Crisis City located at 6401 West M60 Road, Smolan, Kansas, involve inherent and other risks. I acknowledge that activities are strenuous and dangerous and require a certain degree of physical condition, ability, maturity, and skill. I acknowledge that I am solely responsible for determining my (or my child’s) suitability to participate in the activities. I have (or my child) has the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the activities. I (or my child) share(s) responsibility for my safety and will follow instructions, make reasonable decisions, and act responsibly. Crisis City cannot ensure my (or my child’s) safety and does not seek to eliminate all of the risks of the activities because they contribute to the training/exercise value. **I assume all inherent and other risks and accept responsibility for any property damage and loss, and for any personal injury, illness, disability, emotional distress, and death that I (or my child) may suffer, whether described above or not.**

In consideration of utilizing Crisis City venues and participating in events held at Crisis City, and allowing me (or my child) to participate in or observe activities, I agree to the following:

**Waiver and Release: I (and behalf of my child) agree to forever release and discharge** Crisis City, the State of Kansas, the Adjutant General’s Department and all its employees from and agree not to sue for any and all liability or claims I (or my child) may have for any property damage and loss, personal injury, emotional distress, illness, disability, and death related to my (or my child’s) participation in the activities or use of any equipment or facilities. This release is for any type of claim, including breach of contract, fraud, or any other type of suit and includes loses alleged to be caused by the negligence of Crisis City to the fullest extent permitted by law but does not include claims for gross negligence.

**Indemnity:** I agree to defend, indemnify (meaning to pay or reimburse any amount required to be paid, including attorney fees) and hold Crisis City, the State of Kansas, the Kansas Adjutant General’s Department and all its employees, harmless from all claims, causes of action, liability, losses, or damages for any property damage, personal loss or theft, personal injury, disability, death or other loss brought by or on behalf of me, my child, a family member, my estate, another participant or spectator, or any other person arising from or relating to my (or my child’s) use of property, facilities, and/or participation in the activities including claims that Crisis City was negligent.

# Acknowledgment of Policies and Photo Waiver: I acknowledge reading and

Understanding the Crisis City rules and regulations relating to the activities, facilities of Crisis City, and equipment and I agree to comply with and abide by those rules and regulations. Crisis City staff may take and use photographs, video, film and other images of me (or my child) participating in or observing the activities. I waive any right of privacy, publicity, compensation, copyright or other rights to those images and I consent to Crisis City using those images for any purpose.

**I have read this agreement, I understand its contents and I sign it voluntarily.** I intend by the Agreement to assume all hazards and risks, waive all rights to sue and release all liabilities and claims, and indemnify Crisis City, the state of Kansas, and the Adjutant General’s Department and all of its employees, for any claims arising from my (or my child’s) participate in the activities. I understand that this Agreement has no expiration date and remains in effect at all times that I am (or my child is) observing or participating in the activities and will be binding on me, my family members, my heirs, assigns, executors, representatives, and estates.

Name of Participate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_

Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

## Parent or Legal Guardian (if participant is under 18 years of age)

I hereby warrant that I have legal authority to act on my child’s behalf. I agree to the terms and conditions for myself and on behalf of any and all claims brought by or on behalf of the child for whom I sign or for any claim brought by any other person related to the child’s participation in or observation of the activities at Crisis City.

Name of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date