

## Kent Farmers Market Liability Waiver

9am-2pm

2<sup>nd</sup> Ave between Smith and Gowe, Downtown Kent, WA 98032

kentfarmersmarket@livingwellkent.org

Living Well Kent

Release and Waiver of All Liability and Assumption of Risk Agreement

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in The Kent Farmers Market and related activities ("EVENT"), I, for myself, my successors, heirs, assigns, executors, administrators, spouse, and next of kin:

- 1. Agree that, prior to participating I will inspect the facilities, equipment, and areas to be used, and, if I believe that any of them are unsafe, I will immediately advise the person supervising EVENT, facility, activity, or area;
- 2. Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses, which may result not only from my own actions, in-actions, or negligence, but also from the actions, in-actions, or negligence of others, the condition of the facilities, equipment, or areas where EVENT or activity is being conducted, the rules of play, or this type of EVENT or activity;
- 3. Assume any and all risk of bodily injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damages to my property, caused by or arising from my participation in EVENT or activity;
- 4. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against Living Well Kent, the City of Kent, their officers, employees, contractors, volunteers, and agents for damages attributable to my participation in EVENT or activity;
- 5. Release, waive, discharge, and relinquish Living Well Kent, the City of Kent, their officers, employees, contractors, volunteers, and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or attributable to my participation in EVENT or activity, whether same shall arise by their negligence or otherwise;
- 6. Agree that photographs, pictures, slides, movies, or videos of me may be taken in connection with my participation in EVENT or activity without compensation from the City of Kent or Living Well Kent, and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose.
- 7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity; and
- 8. Acknowledge that Living Well Kent or the City of Kent are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the above-named EVENT or activity.

THIS DOCUMENT RELIEVES LIVING WELL KENT AND THE CITY OF KENT AND OTHERS FROM LIABILITY FOR BODILY INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE BY NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS AND ASSUME ALL RISKS BY SIGNING IT, AND SIGN VOLUNTARILY.



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PRINTED NAME

SIGNATURE

DATE