

WAIVER AND RELEASE AGREEMENT

Participant

("Participant") (print)

Parent or Legal Guardian of Participant (if applicable)

(print)

Second Parent or Legal Guardian of Participant (if applicable)

(print)

(collectively, "Guardian(s)")

This Waiver and Release Agreement ("Agreement") is between the City of Idaho Falls ("City"), the Participant, and the Guardian(s) (if any). Through this Agreement, Participant voluntarily requests to operate model aircraft in the permitted areas in Noise Park and participate in other event or activities held by the Desert Eagles Model Airplane Flying Club ("Club") at Noise Park (collectively, the "Activities") and Guardian(s) voluntarily give permission for the Participant to do so. Participant and Guardian(s) on the Participant's behalf agree to freely assume the risk of all dangerous conditions associated with the Activities. In exchange for the Participant being permitted the participate in the Activities, Participant and Guardian(s) agree to abide by the following terms:

1. **Release and Waiver.** Participant and Guardian(s) hereby release City, the Idaho Falls Parks and Recreation Department, and their respective employees, agents, officers, directors, elected officials, heirs, successors, assigns, and any affiliated entities (collectively, "Releasees") from any and all claims for bodily injury, death, property damage, or economic loss to the Participant arising in any way out of Participant's or other participant's participation in the Activities. Further, Participant and Guardian(s) waive the right to assert any claim, or file any lawsuit, against City or Releasees for bodily injury, death, property damage, or economic loss to Participant or others arising in any way out of Participant's or other's participation in the Activities.
2. **Indemnity.** Participant and Guardian(s) hereby agree to defend, indemnify, and hold harmless City and Releasees for, from, and against any claim asserted, or lawsuit filed, against City and Releasees arising in any way out of Participant's participation in the Activities, including City's or Releasees' attorneys' fees incurred in defense of any such claim or lawsuit, whether or not such claim or lawsuit is brought by, or on behalf of, Participant. *The defense and indemnity obligation of the Participant and*

Guardian(s) under this provision shall be without regard to any fault, negligence, or other acts of City or Releasees.

3. **Acknowledgement of Risk.** Participant and Guardian(s) acknowledge the following risks:
 - (a) Operating model aircraft and participating in other events or activities held by the Club may pose a risk of *bodily injury, death, property damage, or economic loss*. By Participant operating model aircraft or participating in other events or activities held by the Club, Participant and Guardian(s) assume any and all risk of bodily injury, death, property damage, or economic loss arising out of any person's operation of model aircraft or participant in activities or events held by the Club.
 - (b) City and Releasees are not responsible for providing, and will not provide, any training or supervision for Participant, Club member participants, other participants, or spectators involved in the Activities.
 - (c) City and Releasees take no responsibility for storing, supervising, protecting, or insuring the personal property of Participant. Participant and Guardian(s) shall bear the entire risk of loss to any personal property.
4. **Model Aircraft Flight Restrictions.** Participant and Guardian(s) agree to abide by the Academy of Model Aeronautic safety requirements, including the prohibition against flying model aircraft over people, vehicles, or structures. Participant and Guardian(s) further agree that Participant shall not fly any model to the east of the area from which model aircraft are permitted to operate.
5. **Entire Agreement.** This Waiver and Release contains the entire understanding between Participant, Guardian(s), and City concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, whether oral or written, between or among Participant, Guardian(s), and City relating to the subject matter of this Waiver and Release which are not fully expressed herein.
6. **Venue and Jurisdiction.** The construction, enforcement, interpretation, and validity of this Waiver and Release shall be governed by the laws of the State of Idaho. Venue for any legal action related to this Waiver and Release or Participant's participant in the Activities shall lie solely in Bonneville County, Idaho.
7. **Severability.** If any portion of this Waiver and Release is determined to be invalid or unenforceable, then that provision shall be deemed severable from the rest of this Waiver and Release, such that the offending provision's invalidity, or unenforceability shall not cause any other portion of this Waiver and Release to be deemed invalid or unenforceable.

8. **Knowing and Voluntary Agreement.** By signing below, Participant and Guardian(s) acknowledge that they have read the above terms, understand them, and agree to them voluntarily. Participant and Guardian(s) acknowledge and agree that this Waiver and Release is binding on Participant and Guardian(s), their heirs, and their legal representatives.

Dated this _____ day of _____, 20__.

Participant's Signature:

Participant's Printed Name:

Participant's Phone Number:

Participant's Address:

(Guardians, if applicable)

Guardian's Signature:

Guardian's Printed Name:

Guardian's Phone Number:

Guardian's Address:

(If there is a second legal guardian of Participant):

Guardian's Signature:

Guardian's Printed Name:

Guardian's Phone Number:

Guardian's Address:
