

Release Agreement: — Washington

NOTICE: Release, or exculpatory, agreements are enforceable in Washington unless (1) they violate public policy, (2) the negligent acts fall greatly below the standard established by law for the protection of others (i.e. gross negligence, recklessness, illegal activity, intentional torts), or (3) the provision is inconspicuous. Also, a parent cannot release a child's potential right of recovery.

With these restrictions in mind, the following language is recommended for participants in Authority- sponsored programs or those taking place on Authority property. We recommend utilizing the following exculpatory clause in appropriate situations, such as recreational activities on your Authority's property:

For and in consideration of my participation in **(insert event/activity)** I hereby waive, release and discharge any and all claims for damages, **including but not limited to claims involving death, personal injury, or property damage**, against any person or entity in any way involved in the **(insert event/activity)**, including but not limited to Authority, which in any way may arise from my participation in the **(insert event/activity)**. I fully understand and appreciate the risks involved in my participation in the **(insert event/activity)** and hereby assume those risks and release all persons or entities described above, who might be liable to me for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs, successors, and assigns. This is intended to afford **Authority** the maximum protection allowed by law. If any portion of this exculpatory clause is void and unenforceable, that portion shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

Print Participant Name

Print Parent or Guardian Name

Parent or Guardian Signature

Date