

**INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY
AGREEMENT**

Whereas I desire _____, who is my child/ward, to utilize Nibley City (City, hereafter) property, facilities and equipment and to participate in the Nibley City Children's Theater program sponsored by the City, and in consideration of the City's willingness to allow _____ to use said property, facilities and equipment and to participate in said program, I _____ as the parent/legal guardian of said child, hereby agree and promise to indemnify and hold the City, its officers, agents, officials, employees and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of my child's/ward's use of City property, facilities and equipment, participation in the above-described program and the acts or omissions, negligent or otherwise of the City, its officers, agents, officials, employees, and volunteers, or any person or persons for whose acts the City may be liable.

I acknowledge that I have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Indemnification, Hold Harmless and Release of Liability Agreement.

I understand and agree that, by signing this Indemnification, Hold Harmless and Release of Liability Agreement, that I relinquish all rights or claims to adjudication or recourse against the City, and its officers, agents, officials, employees and volunteers which I may be entitled to in relation to any damages or injury that may arise out of the above-described activities.

I warrant that I enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.

I warrant that I have entered into the releases and waivers contained in this Agreement voluntarily, that I make them without any duress or under influence of any nature by any person, and that I do so for myself and my child/ward, intending that the releases and waivers contained in this Agreement be binding upon us our successors, heirs, personal representatives, agents and assigns.

Signature of Parent/Legal Guardian

Date

Printed Name of Parent/Legal Guardian

Printed Name of Child/Ward