

ELKS LODGE #823 OF VANCOUVER WA
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(PLEASE READ BEFORE SIGNING)

WHEREAS, THE UNDERSIGNED, on behalf of himself or herself, his or her personal representatives, heirs, and next of kin (herein referred to as "Applicant") wishes to be permitted to enter, observe, use, or participate in the premises, facilities, equipment's, and affiliated programs, without respect to location, of the ELKS LODGE #823 OF VANCOUVER WA (herein referred to as "Elks Lodge" for any purpose:

Applicant warrants that Applicant has inspected and considered, or immediately upon entering will inspect and consider the Elks Lodge, and Applicant accepts the Elks Lodge as being safe and reasonably suited for Applicant's entry, observation, use, or participation. Applicant further warrants that Applicant understands that it is solely Applicant's responsibility to determine whether there is any medical reason that Applicant cannot or should not enter, observe, use, or participate in the Elks Lodge for any purpose. Applicant further warrants that Applicant takes full responsibility for Applicant's decision to sue or not to use the Elks Lodge and agrees to follow all safety instructions.

APPLICANT HEREBY RELEASES, WAIVES, AND COVENANTS NOT TO SUE FOR, AND APPLICANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE ELKS LODGE #823 OF VANCOUVER WA, ITS AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, SERVANTS, AND AGENTS (COLLECTIVELY, THE "RELEASE PARTIES") FROM AND AGAINST ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, OF EVERY KIND AND NATURE WHATSOEVER, WHETHER FOR BODILY INJURY, PROPERTY DAMAGE, DEATH, OR LOSS OTHERWISE, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, ARISING FROM, OR ALLEGED TO HAVE ARISEN FROM, APPLICANT'S PRESENCE, OBSERVATION, USE, OR PARTICIPATION AT OR IN THE ELKS LODGE, AND/OR THE PRESENCE, OBSERVATION, USE OR PARTICIPATION OF ANY FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, AT OR IN THE ELKS LODGE.

APPLICANT VOLUNTARILY AGREES TO INDEMNIFY, HOLD HARMLESS, ASSUME FULL RESPONSIBILITY FOR, AND DEFEND THE RELEASE PARTIES FROM ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE WHILE APPLICANT, APPLICANT'S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, ARE PRESENT IN, OBSERVING USING OR PARTICIPATING IN THE ELKS LODGE OR ARISING OUT OF OR IN ANY WAY CONNECTED TO APPLICANT'S, APPLICANT'S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, PRESENCE IN, OBSERVATION OF, USE OF OR PARTICIPATION IN THE ELKS LODGE, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

Applicant assumes full responsibility for any items lost or stolen while Applicant is present in, observing, using or participating in Elks Lodge.

Applicant gives permission to the Elks Lodge #823 of Vancouver WA to use photographs, film footage, or tape recordings which may include Applicant's own image or voice (or that the Applicant's family member, dependent, or guest, including any minors, accompanying Applicant) for purposes of promoting any Elks Lodge.

Applicant agrees to abide by all rules promulgated by the Released Parties while Applicant or Applicant's family member, dependent, or guest, including any minors, accompanying Applicant, are present in, observing, using, or participating in any Elks Lodge.

Applicant also states that Applicant is not under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, at the time of execution of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and will not be under the influence of any chemical substance, including, but not limited to medications, illegal drugs, and/or alcohol, during the observation use, or participation in the Elks Lodge.

Applicant further expressly agrees that this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT cannot be altered in any way, and is intended to be as broad and inclusive as is permitted by Washington State Law, and that if any portion of the RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is held invalid, Applicant agrees that the balance shall, notwithstanding, continue in full legal force and effect.

Applicant fully understands that Applicant's entrance, observance, use, or participation of or in the ELKS Lodge is entirely voluntary. Applicant has read and understood this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, has voluntarily signed this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and agrees that no oral representations, statement, or Inducement apart from this written agreement have been made to Applicant.

NAME OF APPLICANT (PLEASE PRINT)

DATE

SIGNATURE OF APPLICANT (PARENT/GUARDIAN)

EMAIL ADDRESS