

PERSONAL RELEASE,
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
AND WARRANTY

In consideration of my being allowed, or a minor on whose behalf I am signing being allowed, to participate in: 1) search and rescue training and activities at Taylor's Landing, 5506 Old Machias Road, Snohomish, Washington, 98290 ("Taylor's Landing"), which real property is owned by Snohomish County Volunteer Search and Rescue, Inc. ("SCVSAR"), including training in conjunction with helicopter operations, and use of the training tower; 2) search and rescue training or activities, including missions conducted by SCVSAR and/or Everett Mountain Rescue Unit, Inc. ("EMRU"), at locations other than Taylor's Landing; and 3) transport to and from Taylor's Landing or other locations (all such search and rescue training and activities and transport being collectively referred to herein as "search and rescue activities" or "SAR activities"), I, _____ [print name of participant, whether adult or minor], for myself and my heirs, successors and assigns, hereby RELEASE and will forever HOLD HARMLESS AND INDEMNIFY, to include attorneys' fees and costs, SCVSAR and EMRU, and their respective officers, members, participants, employees, agents, trainers, tower instructors and helicopter crew members, and their heirs, successors and assigns, from and covenant not to sue with respect to, any and all liability, claims, causes of action and damages of any kind, whether known or unknown, that may arise out of or in relation to my participation, or the participation of any minor on whose behalf I am signing, in SAR activities.

In signing this Agreement, I acknowledge that SAR activities present an inherent risk of serious personal injury or even death, and that such dangers arise in a number of situations and cannot always be realized in advance. SAR activities include risks of injury from events such as falling from the training tower and helicopters or other elevations, and from other open and unprotected platforms. Other examples of risk are those associated with the failure and misuse of equipment such as cordage and anchorage and attachment devices; being struck by falling objects or persons; weather and outdoor hazards; and even the actions or neglect of other persons. I understand that it is not the function of SCVSAR or EMRU to take provisions for my safety, or for the safety of any minor on whose behalf I am signing. I agree that my safety, or the safety of any minor on whose behalf I am signing, is my responsibility. I therefore agree that SCVSAR and EMRU, and their respective officers, members, participants, employees, agents, successors and assigns, shall not be held liable by me or my respective heirs, successors and assigns, for my injury, damage, or death, or for the injury, damage to, or death of, any minor on whose behalf I am signing, occurring as a result of or in connection with my participation, or the participation of any minor on whose behalf I am signing, in SCVSAR activities.

I agree to immediately advise my assigned leader or the Incident Commander if I am, or if I expect to become mentally or physically unable to perform an assigned duty.

I understand that I must furnish the equipment required for SCVSAR activities, and that I am responsible for understanding and employing its safe use, or for ensuring that any minor on whose behalf I am signing and supplying equipment understands and employs its safe use, within the prescribed safety limitations. I am also responsible for the proper maintenance of that equipment. I warrant that the equipment I use, or the equipment used by any minor on whose behalf I am signing, in SAR activities is and will remain in good operating condition regardless of where it was obtained, for the duration of its use. I will use it in a safe manner, and as recommended by the manufacturer, or will ensure that any minor on whose behalf I am signing uses it in a safe manner, and as recommended by the manufacturer.

If I am signing on behalf of a minor, I agree to HOLD HARMLESS AND INDEMNIFY SCVSAR and EMRU, and their respective officers, members, employees, agents, successors and assigns, to include attorneys' fees and costs, from any and all liability, claims, and causes of action and damages of any kind, whether known or unknown, which the minor may have arising out of or in relation to the minor's participation in SAR activities. I warrant that I am 18 years of age or older; and acknowledge that no oral representations, statements, or offers not contained in this Agreement have been made to induce me to sign this Agreement. I further warrant that I am legally competent to sign this Agreement, and I understand that the terms of this Agreement are contractual and not a mere recital.

This Agreement shall bind the participant or the adult signing on a minor's behalf, and his or her respective heirs and assigns.

The terms of this Agreement shall serve as a release and indemnity agreement for my heirs, assignees, personal representatives, my employer, and for all members of my family, including any minors. If any part of this Agreement is determined to be invalid under the laws of the State of Washington, the invalidity in whole or in part of any provision shall not affect the validity of any other provision.

I HAVE FULLY READ AND INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT. I acknowledge that I sign it of my own volition and free will and not on the statement of any other person or entity.

I further understand and agree to an annual reaffirmation of this Agreement by electronically signing the Agreement on SCVSAR's web site.

Signature of Participant

Date

Printed Name of Participant

Signature of Parent or Guardian if
Participant is Under 18 Years of Age Date

Date

Printed Name