

GILA COUNTY

USE OF FACILITIES

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of permission to use the facilities, staff, equipment, and services of Gila County. I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Gila County and any and all of its trustees, directors, officers, employees, and agents **from any and all claims including the negligence of** the Phoenix Metro Bicycle Club, resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment at the Gila County Courthouse Complex parking area on March 14, 2015.

Assumption of Risk: This use of Gila County's property, facilities, staff, equipment, and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses (including death), and damage to property.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Gila County at the Gila County Courthouse Complex parking area. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I further agree to **indemnify and hold** Gila County **harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my use of Gila County's Courthouse Complex parking area, and to reimburse them for any such expenses incurred.

Severability and Choice of Law: The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Arizona law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by Arizona law, without regard to such law on choice of law.

Acknowledgment and Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing this agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability.**


Signature of User

Date

ARMANDO L. CHARUET
Print Name

PRESIDENT
PMBC