



PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

I hereby warrant that I am of legal age and competent to enter into this Waiver and Release, that I have read this Waiver and Release carefully, understand its terms and conditions, I hereby acknowledge that I have signed this Waiver and Release without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Waiver and Release. This Waiver and Release represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Waiver and Release. If any provision of this Waiver and Release is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver and Release and shall not affect the validity and enforceability of any remaining provisions.

For and in consideration of **the City of Sheridan** (City) allowing me, the undersigned, to use these municipal facilities, specifically the Sheridan Landfill property, I, hereby agree to and make the following representations pursuant to this Participant Waiver and Release of Liability, Assumption of Risk and Indemnity (**the "Waiver and Release"**):

1. I hereby represent that: (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to cut and load firewood for my personal use; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely enter City property to cut and load firewood. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to cut and load firewood, that I am responsible for my own safety and well being at all times and under all circumstances while on City property.

2. I understand and acknowledge the risks and dangers associated with cutting and loading firewood, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property, equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the City and its staff, and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others cutting and loading firewood, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of cutting and loading firewood.

3. The City does not warrant the safety of any log, tree, limb or other wood item, ("**Wood Items**"). Wood Items may contain metal, rock or other material. The City has not and will not ensure that Wood Items are stacked, stored or located in such a manner to avoid danger or harm. By cutting, moving, handling, or collecting any wood item, other wood items may become unstable, unsafe or hazardous. By signing this Release and Waiver, I am acknowledging these risks and accepting all responsibility, liability and fault which may result from my actions or the action of another.

4. The City will not provide, fix or inspect any equipment used for the cutting or removal of wood products. The undersigned is required to provide their own equipment. Equipment may include but is not limited to chainsaws, hand saws, axes, hatchets, shovels, splitting wedges, gloves, glasses, hats, helmets, trailers, vehicles or any other item brought by you. The safety of any equipment shall be determined by the undersigned. I further warrant that any equipment that I bring is in good working order and that I am familiar with how to operate it safely.

5. I hereby release, waive and covenant not to bring legal action against the City for any harm, injury, loss, or death which may occur on the premise regardless of the cause. I further agree to indemnify, defend and hold harmless the following parties: City of Sheridan, their elected officials, employees, and agents, and any other spectator or participant, (**Individually and Collectively, the "Released Parties"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to my use of or entering onto City property to cut and load firewood including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Waiver and Release, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as a result of such claim.

6. The City reserves the right to require that you leave the premises at any time and for any reason with or without cause.

7. I understand that I am not an employee of the City for this or any other activity and that I will not fall under the protection of the Worker's Compensation coverage of the City for this activity. I am solely responsible for our equipment, preparation, and safety, and the safety to others by virtue of our participation in such an activity.



CITY OF SHERIDAN

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Print Name: _____ Age: _____ Date of Birth: ____/____/____

Home Address: _____

Home Telephone: (____) _____

Participants Signature: _____/____/____