



**PARK AND PAVILIONS RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

READ THE FOLLOWING AND ALL ADULTS MUST SIGN

IN CONSIDERATION of being permitted to use, for any purpose, the City of Tontitown's pavilion located at the City's park; and also IN CONSIDERATION for the ability to reserve and use said facilities, THE UNDERSIGNED, for himself or herself, his or her personal representatives, heirs, and next of kin, acknowledges, agrees, and represents that.

1. He or she will inspect and determine the safety of any items including: toys, portable structures, devices, trampolines, equipment, and/or vehicles (including, but not limited to, bicycles, skateboards, and scooters) brought to the park by the undersigned, the undersigned's family members, or the undersigned's guests. Entering the park property constitutes an acknowledgment that he or she has inspected the pavilion and the items brought to the park and finds and accepts the same as being safe and reasonably suited for the purposes of his or her use and that he or she is accepting the condition of the pavilion "as is".

2. He or she will, before using any items brought to the park, inspect, safely assemble, and prepare the items to be used on the park premises and select a safe location for said items to be placed; said location is required to be in close proximity to the undersigned and to the pavilion. He or she will provide adult supervision for the use of any item brought to the park, will limit the of the item to the undersigned, the undersigned's family members, and the undersigned's guests; the general public will be excluded from using the items.

3. THE CITY OF TONTITOWN IS NOT RESPONSIBLE FOR ANY ITEMS BROUGHT TO THE PARK. THE UNDERSIGNED is solely responsible for the set-up and take down of any temporary structure or device that has been brought to the park and agrees to immediately take down and remove said structure or device after the time reserved for the use of the pavilion has ended.

4. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the City of Tontitown, its officers, employees, and agents and their successors and assigns, known collectively as "Releasees", from any liabilities, claims, demands, costs, expenses or compensation of whatever nature, related to damage, injuries, severe bodily harm or death to persons and property sustained by the undersigned, his or her personal representatives, assigns, heirs and next of kin whether directly or indirectly related to his or her use of the pavilion and/or use of items brought to the park.

5. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, claim, lawsuit for any damages or costs suffered by the undersigned's family members (including minors), the undersigned's guests (including minors), or any third-parties (including minors) as a result of the use of the pavilion, or the use of any item brought to the park. The indemnity extends to anyone suing on behalf of the above-mentioned persons. THE UNDERSIGNED HEREBY PROMISES TO PAY AND AGREES TO DEFEND, indemnify and hold harmless the parties released hereby, or any of them, from said claims and any and all monies payable in satisfaction of such judgements resulting from said claims.

6. THE UNDERSIGNED HEREBY EXPRESSLY AGREES that the foregoing release, waiver, and indemnity agreement is intended to as broad and inclusive as permits by the laws of the State of Arkansas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HEREBY STATES THAT HE OR SHE HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

SIGNATURE _____ DATE _____

PRINTED NAME _____