

Goodwill Industries-Knoxville, Inc.
Fire and Rescue Challenge
May 19, 2012

Liability Waiver and Release

I acknowledge my participation in and/or observation of the annual Goodwill Fire and Rescue Challenge (hereinafter the "Events"). I understand and acknowledge that there are certain risks and/or dangers inherent in participating in and/or observing the Events, including, but not limited to, injury, death, property damage, or other harm that could occur to me or others. I fully accept and voluntarily assume all risks, injuries, death, property damage, damages, losses, costs, expenses, liabilities, or harm, whether caused in whole or in part by the negligence or fault of myself, others, or any third party, incurred through my afore mentioned participation in and/or observation of the Events.

I hereby **INDEMNIFY, RELEASE, DISCHARGE, COVENANT NOT TO SUE , SAVE AND HOLD HARMLESS** Goodwill Industries-Knoxville, Inc., and all property owners on which the Events and related activities occur, and all of their members, member cities, towns, or county governments and all judges, instructors, workers, vendors, sponsors, committee members, volunteers, officials, directors, agents, assignees, employees, or heirs (hereinafter the "Releasees"), from any and all liabilities, injuries, demands, damages, losses, costs, expenses, or claims, whether known or unknown, seen or unforeseen, that may arise during or as a result of my participation in and/or observation of the Events, regardless of whether or not caused in whole or part by the negligence or fault of myself, others, or any third party. I hereby release, waive, and discharge the Releasees forever from any and all such claims. Despite this, if I, or anyone on my behalf, makes a claim against any of the above Releasees, I will **INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any Releasee may incur as the result of any such claim. I hereby further agree that this Liability Waiver and Release shall be construed in accordance with the laws of the State of Tennessee.

All of my Protective Clothing and Equipment, consisting of a coat, trousers, helmet, gloves and boots, meets or exceeds the current NFPA standards for each item.

I have insurance, either through my department or personally, including life, health, and hospitalization, to adequately cover me in case of any injury or damage occurring while participating in and/or observing the Events.

I have no physical or health condition or issue that could or might be aggravated by my participation in and/or observation of the Events.

I, the undersigned, having carefully read, reviewed, and understood this entire document, agree with and consent to all of its provisions and execute it voluntarily.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

PARENTAL CONSENT - MINOR PARTICIPANT.

I, the minor's parent and/or legal guardian, understand the nature of the above referenced Events and the Minors' experience and capabilities and I believe the Minor to be qualified to participate in such Events.

I hereby **INDEMNIFY, RELEASE, DISCHARGE, COVENANT NOT TO SUE, SAVE AND HOLD HARMLESS** each of the Releasees from any and all liabilities, injuries, demands, damages, losses, costs, expenses, or claims, whether known or unknown, seen or unforeseen, that may arise during or as a result of the Minor's participation in and/or observation of the Events, regardless of whether or not caused in whole or part by the negligence or fault of the Minor, others, or any third party. I hereby release, waive, and discharge the Releasees forever from any and all such claims. Despite this, if I, or anyone on the Minor's behalf, makes a claim against any of the above Releasees, I will **INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost any Releasee may incur as the result of any such claim.

I, the undersigned, having carefully read, reviewed, and understood this entire document, agree with and consent to all of its provisions and execute it voluntarily.

PRINTED NAME OF PARENT OR LEGAL GUARDIAN: _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN: _____

DATE: _____