

**TECHNICAL RESCUE SERVICES TRAINING
WAIVER OF LIABILITY & HOLD HARMLESS AGREEMENT**

In consideration of receiving technical rescue services training (the "Training") located at _____, I hereby RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE the City of Kirkland and other current parties to that certain Interlocal Agreement – Technical Rescue Response dated September 1, 2009, and their respective elected officials, directors, officers, employees, and agents (hereinafter referred to as "RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, while participating in the Training, or while in, on or upon the premises where the Training is being conducted.

To the best of knowledge, I am in good physical condition and am not aware of any physical infirmity which would place me at risk while participating in the Training. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of or relating to my participation in the Training, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or cost, including court costs and attorney's fees, that they may incur as a result of my participation in the Training, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE. It is my express intent that this Waiver of Liability & Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE the above-named RELEASEES.

I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Washington. In signing this release, I acknowledge and represent that I have read and understand it and sign it voluntarily; I am at least 18 years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

I HAVE READ THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND ITS TERMS; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant name: _____

Participant signature: _____

Date signed: _____