



EASTSIDE FC



EASTSIDE FC FILM TOWER WAIVER

Waiver of Liability

Warning: This agreement is legally binding. By signing it, you give up your right to recover compensation, through the courts or otherwise, for any personal injuries, damage to your property or from your death, arising out of your use of the mobile film structure located on Preston Park Athletic Fields (“Eastside FC Filming Tower”). You will be releasing from liability Eastside FC and the directors, staff, employees and any volunteers associated with the Eastside FC Filming Tower. You will also be releasing any persons who have designed, engineered, manufactured or installed the Eastside FC Filming Tower. This release is binding even if the released persons have contributed to your injuries or death through their individual or collective negligence. This agreement also requires you to indemnify and hold harmless the persons released from any losses, liabilities, damages and costs.

Assumption and Acknowledgment of Risk

I, the undersigned, acknowledge and agree that the use of the filming tower and associated equipment of the Eastside FC Filming Tower has inherent risks. Those risks include but are not limited to:

1. Injuries resulting from the NEGLIGENCE of the owners, operators, staff, employees and any volunteers who may be present at the Eastside FC Filming Tower, or the NEGLIGENCE of the designers, engineers, manufacturers or installers of the facilities, filming tower, or equipment of associated with the Eastside FC Filming Tower, or the NEGLIGENCE of Eastside FC, its directors, employees, agents and volunteers.
2. Injuries or death resulting from the failure or negligent misuse of the facilities, filming tower or equipment associated with the Eastside FC Filming Tower.
3. Injuries resulting from slips, trips or falls while using the facilities, filming tower or equipment associated with the Eastside FC Filming Tower, including but not limited to injuries incurred while using the filming tower.



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4. Injuries resulting from the fall of other persons who may come into contact with me or from any falls in which I come into contact with other persons.
5. Injuries that occur from the NEGLIGENCE or lack of adequate training of those persons at the Eastside FC Filming Tower who seek to assist with medical or other help either before or after injuries have occurred.

Should I use my own equipment, I agree to indemnify and hold harmless Eastside FC for any injury caused to others as well as myself as well as to any damage or loss incurred to my equipment while using the filming tower.

At no time, will it be appropriate for me to allow any person under the age of 18 to utilize the Eastside FC Film Tower.

I will not allow or encourage any person under the age of 18 to utilize the Eastside FC Film Tower without any such individuals executing the Eastside FC Film Tower Waiver. I assume full risk for any damages, injuries and associated losses in such an event.

I am aware of these and numerous other inherent risks in using the Eastside FC Filming Tower and any associated equipment. I assume complete responsibility for those risks and for the injuries that may occur as a result of those risks even if injuries occur in a manner that is not foreseeable at the time I sign this Agreement. I realize that by voluntarily assuming the risks involved, I will be solely responsible for any loss or damage that I sustain, including personal injuries to me, damage to my property or damages arising out of my death.

In consideration of my observing or using the Eastside FC Filming Tower or activities sponsored by Eastside FC, I hereby agree to release from all liability, discharge and promise not to sue Eastside FC, its assigns, directors, staff or volunteers or any other person present in or using the filming tower or equipment of Eastside FC or the designers, engineers, manufacturers or installers of the Eastside FC Filming Tower or equipment.



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This agreement releases the aforementioned persons from any liability to me, my heirs or next of kin, assigns or personal representatives, from any losses or damage or claims or demands arising out of my personal injuries, damage to my property or from my death. I understand that I am releasing the aforementioned persons from all liability even if their individual or collective negligence contributes to or causes my personal injuries, damage to my property or my death.

If any provision of this agreement is held invalid, said invalidity shall not affect other provisions of this agreement which can be given effect without the invalid provisions, and to this end the provisions of this agreement are severable.

INDEMNIFICATION AGREEMENT

In consideration of my observing or using the facilities, filming tower or equipment of Eastside FC and/or in consideration of my participating in activities sponsored by Eastside FC, I agree to indemnify and hold harmless the persons released and discharged by me from any loss, liability, damages or cost that they may incur due to the presence of any claims or actions against or by me, my heirs, next of kin, assigns or personal representatives, arising out of my observing or using the facilities, filming tower and/or equipment of the Eastside FC Filming Tower or arising out of my participating, directly or indirectly, activities of Eastside FC, or in the case of a minor child for whom I am responsible, any claim or action arising out of the minor child's participation in the referred to above activities.

I HAVE READ THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE WAIVER OF LIABILITY AND ASSUMPTION AND ACKNOWLEDGMENT OF RISK SET FORTH ABOVE, THOROUGHLY AND UNDERSTAND THE TERMS. NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THIS WRITTEN AGREEMENT. I AGREE TO SAID TERMS. THIS DOCUMENT IS A LEGALLY BINDING CONTRACT WHICH SUPERSEDES ANY OTHER AGREEMENTS OR REPRESENTATIONS BY OR BETWEEN THE PARTIES AND WHICH IS INTENDED TO



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PROVIDE A COMPREHENSIVE RELEASE OF LIABILITY, BUT IT IS NOT INTENDED TO ASSERT ANY CLAIMS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

THIS AGREEMENT IS GOVERNED BY THE APPROPRIATE LAWS OF THE STATE OF WASHINGTON.

IF ANY OR PART OF THIS IS DETERMINED TO BE UNENFORCEABLE, ALL OTHER PARTS SHALL BE GIVEN FULL FORCE AND EFFECT.

Date _____ Signature _____

Print Name _____

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