

ELY CHAMBER OF COMMERCE EVENT

GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

Certain terms used in this General Release and Hold Harmless Agreement have the following defined meanings:

- A. **I, me, my** and **our** mean the person who signed this document and anyone who has or obtains legal rights from me or through me in connection with Our Claims, including but not limited to, the minor whose claims are being released, for whom I am signing as parent or legal guardian, and whose name(s) is listed below.
- B. **The Sponsors**, means The City of Ely and The Ely Chamber of Commerce and each of their vendors, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, agents and insurers, including but not limited to the League of Minnesota Cities Insurance Trust and Organizer's Insurance Company.
- C. **Our Claims** means all claims of any sort which I may have, or said minor may have, or may later obtain as a result of bodily injuries, death or property damage arising or alleged to arise from our participation in or the condition of premises or equipment used in **ORGANIZER's Event** (hereinafter "Event") even if the claims arise out of acts of the Sponsors' own negligence. Our Claims include, but are not limited to, damages, loss of consortium, attorney fees, costs and any other claim of any sort which I have, or the said minor has, or may hereafter have either before or after he/she has reached his/her age of majority or any other claim of any sort claimed to arise from our participation in or the condition of premises or equipment used in the Event.

RELEASE

IN EXCHANGE FOR THE OPPORTUNITY TO PARTICPATE IN THE EVENT DESCRIBED ABOVE, and for other valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby give up, release and forever discharge any and all of Our Claims against The Sponsors, including those arising from acts of the Sponsors' own negligence. I understand and agree that the opportunity to participate in the Event described above is a full and fair compromise payment for the release of all of Our Claims, and I expressly assume the risk of any accident or injury, including death, which may result from my participation in or the condition of premises or equipment used in the Event. I further agree that I will not sue or make any claims against The Sponsors in connection with Our Claims, and I will indemnify, defend and hold The Sponsors harmless from anyone who does sue or make claim either on my behalf or on behalf of said minor as a result of our participation in or the condition of premises or equipment used in the Event, which may include, but is not limited to, all medical providers and insurers. I agree to indemnify, defend and hold harmless The Sponsors from any and all liability, damage, loss, cost or expense (including, but not limited to, attorney fees or witness fees incurred by The Sponsors) which may be incurred by The Sponsors on account of my participation in or condition of the premises or equipment used in the Event.

ADDITIONAL AGREEMENTS AND UNDERSTANDING

I UNDERSTAND AND AGREE THAT, by signing this General Release and Hold Harmless Agreement, I am giving up and releasing all of Our Claims, including claims for damages that may not have happened yet and that may be foreseen, expected or unexpected.

I am old enough to sign this General Release and Hold Harmless Agreement and to be legally bound by the agreement it contains, I recognize that this is a legal contract that is binding upon me.

I understand and agree that this General Release and Hold Harmless Agreement is intended to be as broad and complete as permitted by the Laws of Minnesota and that any portion which is held invalid may be removed and replaced with a valid provision that most closely approximates the economic effect and intent of the invalid part.

I have read this General Release and Hold Harmless Agreement carefully and I understand all of it, I understand that I am free to consult with an attorney of my own choosing if I so desire. In agreeing to sign this General Release and Hold Harmless Agreement I have not relied on any statements or explanation by The Sponsors or any of its representatives.

I understand and agree that this General Release and Hold Harmless Agreement contains all of the agreement between The Sponsors and me and that we have no other written or oral agreement.

I agree to substitute for any invalid provision, a valid provision that most closely approximate the economic effect and intent of the invalid provision as stated in this agreement.

THIS IS A RELEASE: READ BEFORE SIGNING

RELEASING PERSON

Print Name

Signature

RELEASING PERSON AS PARENT OR GUARDIAN

Print Name

Signature