

GENERAL RELEASE AND AGREEMENT TO
HOLD HARMLESS, DEFEND AND INDEMNIFY BETWEEN
CITY OF MOSCOW, IDAHO AND
2011 PALOUSE PLEIN AIR PARTICIPANT

THIS GENERAL RELEASE AND AGREEMENT TO HOLD HARMLESS, DEFEND AND INDEMNIFY BETWEEN CITY OF MOSCOW, IDAHO AND 2011 PALOUSE PLEIN AIR PARTICIPANT (hereinafter "AGREEMENT") is made and entered into this _____ day of _____, 2011 between City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and _____ (hereinafter "PARTICIPANT").

WHEREAS, PARTICIPANT desires to participate in the City of Moscow, Idaho's 2011 Palouse Plein Air and CITY desires assurances and commitments from PARTICIPANT in order to allow such participation;

Now, therefore, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, hereby agree as follows:

PARTICIPANT acknowledges that this AGREEMENT is entered into with the knowledge that the related activities may be dangerous and/or hazardous to PARTICIPANT and that this AGREEMENT is intended to serve as a waiver of all claims that may arise out of harm, damage, or injuries suffered during such activities. PARTICIPANT agrees that PARTICIPANT understood and appreciated such risk(s) prior to PARTICIPANT's participation in any and all 2011 Palouse Plein Air activities.

PARTICIPANT hereby agrees to defend and indemnify, release, hold harmless, acquit and forever discharge CITY and its successors, assigns, agents, servants, employees and insurers of and from all legal and equitable claims, of every kind, action, cause of action, related to or arising out of PARTICIPANT's presence at the 2011 Palouse Plein Air.

PARTICIPANT, himself or herself hereby releases CITY and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by any and all persons participating in the 2011 Palouse Plein Air.

PARTICIPANT expressly agrees that this indemnity provision extends to any and all claims for injury, sickness, or death of any person, including CITY officers, employees, agents and representatives arising out of, related to, or caused by PARTICIPANT's presence at the 2011 Palouse Plein Air.

