**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT FOR ENTRY TO THE TRITON SAIL PARK (the "Property")**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT, YOUR SIGNATURE INDICATES THAT YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE PORT OF BENTON, ITS EMPLOYEES AND AGENTS.**

I hereby voluntarily, at my own risk, sign this *Release And Waiver Of Liability, Assumption Of Risk, And Indemnity Agreement* in sole consideration of being permitted to use the Port of Benton's facilities or property, particularly the Triton Sail Park.

I hereby acknowledge and understand that there are dangers and risks associated with the Property described above, which have been fully explained to me. I hereby agree to abide by all rules, instructions, policies and procedures imposed by the Port of Benton relating to the use of the facilities or property.

I acknowledge that no more than four adults or five children may enter the conning tower at any one time, that no more than two adults may be atop the sail, and no children under the age of sixteen (16) will be allowed atop the sail at any time. The Trident is a small space that may contain sharp edges, cramped spaces, and physical exertion to move about, which may not be suitable for all members of the public. The Port retains the right to amend or update these rules at any time.

By signing this *Release And Waiver Of Liability, Assumption Of Risk, And Indemnity Agreement*, I fully assume the dangers and risks, and agree to use my best judgment while engaging in any activities within the Property. Appropriate footwear must be worn at all times.

I agree to indemnify, hold harmless, and forever discharge the Port of Benton, and its agents, employees, officers, directors, representatives, predecessors, successors, and assigns from any and all manner of actions, claims, suits, judgments, procedures, costs, expenses, damages, liabilities, demands and loss whatsoever in law or in equity, that I ever had, now have, or may have, or which my successors, heirs, executors or administrators, hereafter can, shall, or may have, arising from or relating to my entry onto the Property.

I hereby certify that I am of legal age and competent to execute this *Release And Waiver Of Liability, Assumption Of Risk, And Indemnity Agreement*, that in doing so of my own free will and accord, voluntarily and without duress, and that I do so intending to bind myself, my executor, my heirs, and administrators or assigns to the fullest extent.

**I have read and understood the foregoing, and acknowledge my consent to the terms of this *Release And Waiver Of Liability, Assumption Of Risk, And Indemnity Agreement* by signing this Waiver.**

| _____ | _____ | _____ |
|---|---|---|
| DATE | PRINT NAME | SIGNATURE |

Address:_____ Phone:_____

Name/Age of Any Minor Child you are signing on behalf of _____.
Print Child's Name and Age