

# Maricopa Flood Control District

P.O. Box 609 • Maricopa, AZ 85139

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT FOR MARICOPA FLOOD CONTROL DISTRICT**

In consideration of being permitted to access, enter, and be located on the Maricopa Flood Control District's property at \_\_\_\_\_, for the time period of \_\_\_\_\_, I acknowledge that I voluntarily agree to the following:

1. To accept any and all risks that may be associated with accessing, entering, and being located on the District's property;
2. To waive any and all claims against the District, its Directors, and its personnel from any and all liability claims or demands for personal injury, sickness or death as well as property damages and expenses of any nature whatsoever which may be incurred while accessing, entering or being located on District property from any cause whatsoever including negligence of Releasee(s);
3. To release the Releasee(s) from any and all liability. I further agree to indemnify the Releasee(s) from any loss, liability, damage or cost, including reasonable attorneys' fees, that may occur due to the accessing, entering or being located upon District property, whether or not such loss, liability, damage or cost results from the negligence or other actions except intentional acts, of any of the Releasee(s) or any third party.
4. That this release of liability shall be effective and binding upon my heirs, next of kin executors, administrators, agents, successors, and assigns in the event of my death.

I have carefully read this agreement and fully understand its contents. I aware that the agreement contains a waiver of liability, an assumption of risk and agreement by me to release and indemnify the Releasee(s), and I sign it of my own free will and volition.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Company \_\_\_\_\_