



Waiver

I hereby give my son/daughter _____, who is under the age of 18, permission to participate in the Wheeling Heritage Port Sternwheel Festival I understand

as the parent/guardian of the above named minor, that he/she will be participating in activities associated with the Wheeling Heritage Port Sternwheel Festival, and I further agree that the City of Wheeling, WNHAC, and Wheeling Civic Center (hereinafter these groups are to be considered included in the term "the City") and the Wheeling Heritage Port Sternwheel Foundation, Inc. (hereinafter "the Foundation"), their employees, their agents and any volunteers working with the City and the Foundation for and from liability and responsibility for any loss or injury connected with my participation in the activity, except for loss or injury caused intentionally or by willful misconduct.

I AM AWARE THAT THIS ACTIVITY IS POTENTIALLY DANGEROUS AND AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE RISKS INVOLVED, BOTH EXPECTED AND UNEXPECTED, AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF LOSS OR INJURY.

INITIAL HERE: _____

In return for the benefits I will receive from participation, I agree not to sue on my behalf or that of my child, and hereby release and agree to hold harmless the City of Wheeling, WNHAC, and Wheeling Civic Center (hereinafter these groups are to be considered included in the term "the City") and the Wheeling Heritage Port Sternwheel Foundation, Inc. (hereinafter "the Foundation"), their employees, their agents, and any volunteers working with the City and the Foundation for and from liability and responsibility for any loss or injury connected with my participation in the activity, except for loss or injury caused intentionally or by willful misconduct.

THIS RELEASE IS INTENDED TO PROTECT THE CITY AND THE FOUNDATION, ITS EMPLOYEES, ITS AGENTS, AND ANY VOLUNTEERS WORKING WITH THE CITY AND THE FOUNDATION, FROM CLAIMS OF NEGLIGENCE (THE FAILURE TO USE REASONABLE CARE). HOWEVER, IT IS NOT INTENDED TO EXEMPT THEM FROM RESPONSIBILITY FOR THEIR WILLFUL OR INTENTIONAL INJURY TO THE PERSON OR PROPERTY OF ANOTHER.

THE USER, AND/OR THE PARENT OR GUARDIAN OF THE USER, OF WHEELING HERITAGE PORT AND ADJACENT STREETS AND FACILITIES TO THE FESTIVAL AGREES TO INDEMNIFY AND SAVE THE CITY AND THE FOUNDATION, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, AND LIABILITY OF ANY KIND OR NATURE WHATSOEVER ARISING FROM THE USE OF THE FESTIVAL FACILITIES AND SURROUNDING AREA.

I have carefully read this agreement and fully understand its content. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, HOLD HARMLESS AGREEMENT, AND ASSUMPTION OF RISK AGREEMENT AND THAT IT IS A LEGALLY BINDING CONTRACT BETWEEN THE CITY, THE FOUNDATION AND ME ON BEHALF OF MY MINOR CHILD. I further understand that this release is binding on my heirs or anyone making a claim. I sign of my own free will.

_____/_____
Signature of Parent/Guardian Team Name

_____/_____
Print name Date

_____/_____
Street Address City/State/Zip

Home Telephone _____ Work Telephone _____

(THE ABOVE MUST BE SIGNED FOR ANY PERSON TO PARTICIPATE IN THE VARIOUS ACTIVITIES
HELD IN CONNECTION WITH THE WHEELING HERITAGE PORT STERNWHEEL FESTIVAL)