

## RELEASE, WAIVER, HOLD HARMLESS AND INDEMNITY AGREEMENT

This Release, Waiver, Hold Harmless and Indemnity Agreement (this “Agreement”) is entered into by the undersigned parties in consideration of the mutual covenants contained herein.

### I. **Parties.** The parties to this Agreement are the following:

**A. Nisei Veterans Committee.** Nisei Veterans Committee, a Washington nonprofit corporation (“NVC”) owns and operates certain facilities and parking area located at 1212 South King Street, Seattle, Washington 98144. “NVC” as used throughout this document also includes NVC’s officer, directors, members, affiliates, employees, agents, representatives and volunteers.

**B. NVC Foundation.** NVC Foundation (“NVCF”) owns and operates certain facilities and parking area located adjacent to the east boundary line of the property commonly know as 1212 South King Street, Seattle, Washington 98144. NVCF as used throughout this document also includes NVCF’s officer, directors, members, affiliates, employees, agents, representatives and volunteers.

**C. Participants.** A “Participant”, as referred to herein, is any individual, group, organization, or business, and the members and affiliates of any of the foregoing, who: 1) signs up for, enrolls in or otherwise participates in any program or activity sponsored, organized or operated by NVC or NVCF; or 2) participates in or attends any activity that takes place on or about the Premises (defined below), or any other premises upon which NVC or NVCF sponsors, organizes or operates any activity; or 3) otherwise enters upon the Premises or, if an organization or association, allows its members to enter upon the Premises. A “Participant” for the purposes of this Agreement shall also include an individual’s legal guardian, agent or representative, such other person who is authorized to make decisions for the individual, and any friend, relative or helper who takes the Participant to or accompanies the Participant at any activity that takes place on or near the Premises. “Participant” also includes any individual who signs this Agreement as a “Participant” hereunder regardless of whether he/she/it otherwise fits in the definition in this paragraph.

### II. **Purpose of Agreement.**

**A. Liberal Construction.** The purpose of this Agreement is to provide NVC, NVCF and their respective officers, directors, members, affiliates and volunteers with full and complete protection from liability for any claims relating to the participation of Participant (or, if the Participant is an organization, claims relating to the participation of Participant’s members and invitees) in any programs or activities organized by NVC or NVCF or otherwise taking place at NVC and/or NVCF facilities including the Premises. **Participant acknowledges that certain activities conducted on the Premises (including basketball, martial arts and other physical activities) inherently involve risk of physical harm to any person participating in such activities. This Agreement is meant to be broad enough to cover all activities and all claims and shall be liberally construed in favor of relieving NVC and NVCF from liability for any claims relating to Participant’s participation in any such activity.** The following release, waiver, hold harmless and indemnity provisions cover claims, counterclaims, cross claims, third party actions or other causes of action in which NVC or NVCF is required or requested to participate as a party or witness.

**B. Premises Covered.** As used in this Agreement, the term “Premises” shall mean (i) the NVC property commonly known as 1212 South King Street and (ii) the NVCF facilities and parking area located adjacent to the east boundary line of the property commonly known as 1212 South King Street, Seattle, Washington 98144, all located in Seattle, Washington.

**C. Release, Waiver and Hold Harmless.** Participant hereby agrees that in exchange for NVC’s and/or NVCF’s agreement to allow Participant and its members to enroll or participate in any NVC and/or NVCF program or activity, enter upon the Premises or otherwise use any NVC or NVCF facility, Participant, on behalf of itself and its members and affiliates, hereby releases, waives and holds NVC and NVCF harmless from any claims, damages or loss of whatever nature or kind, including but not limited to direct, indirect, consequential or special damages or losses which may be suffered by Participant and which in any way arise or result directly or indirectly from Participant’s entry upon the Premises or participation in any NVC or NVCF program or activity. The foregoing release, waiver and hold harmless provisions include but are not limited to all claims for injury, damage or loss to any person, or to property (real, personal, tangible, intangible, or mixed), and to general damages, special damages, pain and suffering or emotional damages.

**D. Indemnity.** Participant hereby releases and agrees to defend, indemnify and hold NVC, NVCF and their respective officers, directors, members, affiliates and volunteers harmless for, from and against any and all claims, lawsuits, losses, damages, liability, costs, and expenses which any of them suffers or incurs resulting or in any way arising from (i) Participant’s entry upon the Premises or (ii) Participant’s participation in any NVC or NVCF program or activity. Costs and expenses for which Participant shall indemnify NVC and NVCF include but are not limited to pre-litigation, litigation and post litigation costs such as attorney’s fees, investigative reports, tests, expert consultation or witness fees, collection costs and all other litigation costs. If Participant is an association or organization, Participant shall defend, indemnify and hold NVC and NVCF and their respective officers, directors, employees, agents or representatives harmless for, from and against any claims of the nature described in this paragraph brought by Participant’s members or any other person entering upon the Premises at Participant’s invitation.

**III. Insurance.** Participant hereby acknowledges that: 1) Participant is solely responsible for any liability caused by his/her/its participation (i) in any activity or program on the Premises or (ii) in any NVC or NVCF program or activity held elsewhere; and 2) neither NVC nor NVCF provides insurance coverage for accidents or injury to person or property arising from activities conducted on its property.

**IV. Nondiscrimination.** In conducting activities or programs at the Premises, Participant shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation or the presence of any mental or physical disability.

**V. ADA Compliance.** Participant acknowledges that some activities it may conduct at the Premises require Participant to comply with the Americans With Disabilities Act (ADA). As to any such activity, (i) Participant shall comply with the ADA in all respects; (ii) Participant shall defend, indemnify and hold NVC and NVCF harmless from all claims arising from Participant’s failure to comply with the ADA in any respect; and (iii) Participant acknowledges that neither NVC nor NVCF shall bear any responsibility for such compliance.

**VI. Continuing Validity.** This Agreement shall be effective without limitation from the date written below and shall continue in effect indefinitely during any participation by Participant thereafter in any NVC or NVCF program or activity regardless of whether such program or activity takes place on or about the Premises or elsewhere.

**VII. Amendment.** This agreement may not be amended orally and may only be amended by a written instrument signed by NVC and NVCF.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PARTICIPANT (INDIVIDUAL):**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City, State, Zip)

**PARTICIPANT (ORGANIZATION):**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature

By \_\_\_\_\_

Its \_\_\_\_\_

**NVC FOUNDATION**

**NISEI VETERANS COMMITTEE**

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_