

## Puyallup Valley Gem & Mineral Club

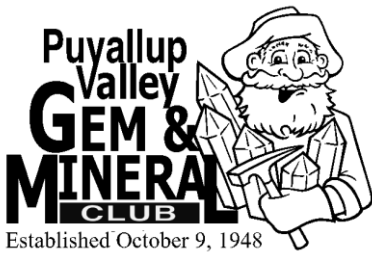
Meeting at: 11102 86th Ave E, Puyallup, WA 98373  
Mailing Address: P.O. Box 134, Puyallup, WA 98371  
Website: <http://puyallupvalleygemandmineralclub.com>  
Email Address: [pvgamc@gmail.com](mailto:pvgamc@gmail.com)  
Phone #: (253) 987-6751

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### **CLUB HOUSE RELEASE OF LIABILITY PLEASE READ CAREFULLY**

In exchange for participation in the activities and use of the Club House and the equipment therein organized by the Puyallup Valley Gem & Mineral Club, referred to as the PVG&MC for the remainder of this document, and/or the use of the property, facilities, and services of the PVG&MC, I agree for myself and my minor children, to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the PVG&MC, or its representatives or agents.
- 2. ASSUMPTIONS OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activities and I assume full responsibility for personal injury to myself, and further release and discharge the PVG&MC for injury, loss or damage arising out of my use of or presence upon the facilities of the PVG&MC, whether caused by the fault of myself, the PVG&MC or other third parties.
- 3. INDEMNIFICATION.** I agree to indemnify and defend the PVG&MC against all claim, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my minor children's use of or presence upon the facilities of the PVG&MC.
- 4. FEES.** I agree to pay for all damages to the facilities of the PVG&MC caused by any negligent, reckless, or willful actions by me.
- 5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above activities or use shall be resolved under Washington Law.
- 6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that the PVG&MG has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
- 7. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity



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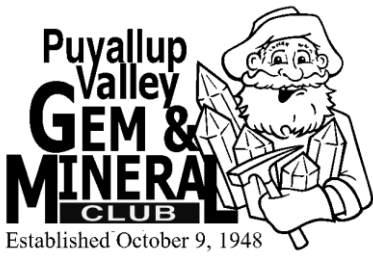
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is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**(Continued on signature page)**



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## (Signature Page)

**9. CONSENT FOR MINOR CHILDREN.** I, \_\_\_\_\_,  
(full legal name)  
 \_\_\_\_\_, consent to the  
(address)  
 participation of my \_\_\_\_\_,  
(relationship) \_\_\_\_\_, (age) \_\_\_\_\_, (minor name) \_\_\_\_\_,  
 in the activity and use of the Club House and the equipment therein, and agree on  
 behalf of the above minor to all of the terms and conditions of this Agreement. By  
 signing this Release of Liability, I represent that I have legal authority over and custody  
 of the above minor.

**10. EMERGENCY CONTACT.** In case of an emergence, please call  
 \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_,  
(name) (relationship) (days)  
 or \_\_\_\_\_.  
(evenings)

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Date: \_\_\_\_\_.

Signature: \_\_\_\_\_.  
(printed name)  
 \_\_\_\_\_.  
(signature)