



City of Washington – Parks and Recreation Department
1220 S. Lakeshore Drive, Washington, MO 63090
636-390-1080 www.ci.washington.mo.us

***Participant Acknowledgement of Risk and
Waiver and Release***

Program Activity: _____ Date: _____

Location: _____

Name (first, last): _____

Name (child/ward): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

Phone (H/W/Mobile): _____ 2nd Phone (H/W/Mobile): _____

Emergency Contact: _____

Name	Relationship	Phone
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ACKNOWLEDGEMENT AND ASSUMPTION OF RISK OR INJURY AND LOSS

I have read this form carefully, and I am aware that by registering and participating in, or registering my minor child/ward for and allowing his or her participating in the Program Activity (hereinafter referred to as the "Program"). I am WAIVING and RELEASING all claims for myself and my minor child/ward arising out of such registration and participation in said Program. In consideration of the City of Washington ("City") accepting and permitting me and/or my minor child/ward as a participant in the Program, I hereby agree as follows:

I have fully informed myself and my minor child/ward of all of the details of the Program and state that I and/or my minor child/ward have the necessary physical abilities, skills, and knowledge to participate in the Program. I recognize and acknowledge that the Program involves risks of bodily injury, death and property loss. I hereby agree to, and do, assume the full risk for any injuries, including death, and of any property loss and of all expenses, costs, damages and losses that I, or my minor child/ward on whose behalf I am signing, may sustain as a result of participating in any and all activities connected with or associated with the Program. There is no measure available that can eliminate risk or injury or death and so by my voluntary participation, I accept this risk of injury or death for me and/or my minor child and hold harmless the City.

WAIVER AND RELEASE OF CLAIMS

In consideration for being permitted by the City and accepting me and/or my minor child/ward as a participant in the Program, I hereby agree to, and do, waive release and relinquish all claims, demands, rights of action, damages, liabilities and controversies of every kind, known and unknown, present and future, that I or my minor child/ward on whose behalf I am signing, may have against the City and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns arising out of, connected with, or in any way related to the Program of my or my minor child/ward's participating herein.

INDEMNITY AND DEFENSE

I hereby voluntarily release, forever discharge, and further agree to indemnify and hold harmless the City from any and all claims, and defend the City and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns from any and all claims, lawsuits, damages, liabilities, losses, expenses, including attorney's fees and administrative expenses, demands, or causes of action, controversies of every kind, known and unknown, present and future arising out of, connected with, or in any way related to the Program of my or my minor child/ward's participation in the Program, or me or my minor child/ward's use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should the City or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

EMERGENCY CARE

In the event of an emergency, I authorize the City to secure, from any licensed hospital, physician and/or other medical personnel, any treatment deemed reasonable and necessary for myself and/or my minor child/ward's immediate care and agree that I will be responsible for payment for any and all such treatment rendered.

INSURANCE

I represent that I have adequate insurance to cover any injury or damage that I and/or my minor child/ward may suffer or cause while participating in this Program, or else I agree to bear costs of such injury or damage myself. I further represent that I nor my minor child/ward have no medical or physical condition which could interfere with me or my minor child/ward's safety in this Program, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

PHOTO/VIDEO RELEASE

I hereby grant the City, their legal representatives and assigns (including any agency, client, or publication), irrevocable permission to publish photographs/video of me or my minor child/ward taken at a City facility or event. These images may be published in any manner, including advertising, periodicals, greeting cards and calendars. Furthermore, I will hold harmless the aforementioned City, their representatives and assigns, from any liability by virtue of any blurring, distortion or alteration that may occur in producing the finished product, unless it can be proven that such blurring, distortion or alteration was done with malicious intent toward me or my minor child/ward.

RULES OF CONDUCT/TERMINATION OF PARTICIPATION

I agree to obey all Program rules, particularly those involving safety, and I accept full responsibility for me or my minor child/ward's failure to obey any such rules. I acknowledge and agree that the City shall have the right at their discretion to enforce established rules of conduct and/or terminate my or my minor child/ward's participation for failure to maintain these standards, or for actions or conduct detrimental to or incompatible with the welfare, comfort, harmony of interest to the group and its Program as a whole.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or my minor child/ward or that the cost to engage in this Program would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have carefully read and fully understand this agreement, waiver, and release and fully understand its contents, and agree to be bound by its terms. I am aware that this is a release of liability and a contract between me and the City, and execute it of my own free will and without any reservation whatsoever.**

I certify that I am at least eighteen (18) years of age, that I am of sound mind, and that I have carefully and fully read and understood all of the terms, content conditions and effects of this Waiver and Release from Liability.

Signature

Date

In consideration of _____
(Print minor Child/Ward's name) being permitted to participate in this Program, I further agree to indemnify and hold harmless the City from all claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Signature of Parent/Guardian

Date