

LAST NAME _____ FIRST NAME _____ DOB _____
ADDRESS _____ CITY _____ ZIP _____
PROGRAM NAME/PASS TYPE _____

ACTIVITY WAIVER

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION FOR ON AND OFF SITE ACTIVITIES OFFERED BY THE CITY OF WESTMINSTER PARKS, RECREATION & LIBRARIES DEPARTMENT.

I, ON BEHALF OF MYSELF AND MY CHILD, IN CONSIDERATION FOR PARTICIPATION IN THE ACTIVITY, HEREBY RELEASE AND WAIVE ANY CLAIM OF LIABILITY AGAINST THE CITY OF WESTMINSTER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, WITH RESPECT TO ANY LOSS, DAMAGE, ILLNESS OR INJURY OCCURRING TO MYSELF OR MY CHILD WHILE MY CHILD PARTICIPATES IN THE ACTIVITY, WHETHER THE CLAIM RESULTS FROM THE NEGLIGENCE OF THE CITY, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, OR FROM SOME OTHER CAUSE.

I understand there are numerous risks associated with participation in the activity, and I recognize that all recreational activities involve physical activity and physical exertion. Whether done individually or in groups, the activity includes the risk of serious bodily injury, including permanent disability, paralysis and death. These injuries may be caused by my child's action or inaction, the action or inaction of other participants or the instructor, or the conditions in which the activity takes place. Equipment used may break, fail or malfunction, despite reasonable maintenance and use. Some of the equipment used in the activity may inflict injuries even when used as intended. Many but not all of these risks are inherent in this and other activity. These are some, but not all, of the risks inherent in the activity; a complete listing of inherent and other risks is not possible. There are also risks that cannot be anticipated.

I further understand that I am legally responsible for the actions of myself and my child, including, but not limited to, any damage to private or public property and/or personal injury or death that my child or I cause; and that I am legally responsible for my and my child's welfare and actions, including personal needs and medical expenses.

I grant full permission to use any photographs, videotapes, recording, or any other record of this program for any purpose.

I understand that instructors use their best judgment in determining how to assess risk and skill level and how to react to a variety of circumstances including medical emergencies, but that instructors may misjudge such circumstances, an individual's capabilities, the risks involved, or the like.

I ACKNOWLEDGE AND ASSUME THE RISKS INVOLVED IN THE ACTIVITY, AND FOR ANY LOSS, DAMAGE, ILLNESS, INJURY OR DEATH RESULTING FROM SUCH RISKS FOR MYSELF OR MY CHILD. I BELIEVE MYSELF AND MY CHILD TO BE PHYSICALLY ABLE AND QUALIFIED TO PARTICIPATE IN THE ACTIVITY. I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS AND COVENANT NOT TO SUE THE CITY OF WESTMINSTER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, WITH RESPECT TO ANY CLAIM THAT MAY BE ASSERTED BY OR ON BEHALF OF MYSELF OR MY CHILD AS A RESULT OF ANY LOSS, DAMAGE, ILLNESS OR INJURY SUFFERED WHILE PARTICIPATING IN THE ACTIVITY.

I HAVE READ AND UNDERSTAND THE ABOVE AND AGREE TO BE BOUND BY THE TERMS OF THIS DOCUMENT.

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|--------------------|------------|---------------------|------------|
| 1. Signature _____ | Date _____ | 6. Signature _____ | Date _____ |
| 2. Signature _____ | Date _____ | 7. Signature _____ | Date _____ |
| 3. Signature _____ | Date _____ | 8. Signature _____ | Date _____ |
| 4. Signature _____ | Date _____ | 9. Signature _____ | Date _____ |
| 5. Signature _____ | Date _____ | 10. Signature _____ | Date _____ |

Check here if signing on behalf of a person under eighteen (18) years of age:

On behalf of _____ / Relationship to Child: _____
Print Child's Name

On behalf of _____ / Relationship to Child: _____
Print Child's Name