

RELEASE, WAIVER AND HOLD HARMLESS  
PERMISSION TO PARTICIPATE

THE CITY OF POLK CITY REQUIRES THIS FORM BE SIGNED BEFORE PARTICIPATION IN A CITY-SPONSORED ACTIVITY. IF THIS FORM IS NOT SIGNED, YOU OR YOUR CHILD WILL NOT BE ALLOWED TO PARTICIPATE. IT IS A WAIVER OF RIGHTS. DO NOT SIGN IF YOU HAVE ANY QUESTIONS.

- If you are signing on behalf of a minor, both parents must sign.
- In the case of a single-parent home, the custodial parent must sign.
- If you are registering your child for class electronically, completion of the registration will be considered your consent and agreement with this document.

You, for yourself and as appropriate on behalf of your child, hereby agree to release, waive and hold harmless the City of Polk City, the North Polk Community School District, agents, employees, volunteers and contractors of either entity (collectively referred to as "Releasees") from any and all liability arising from participation in the following activity:

Summer Park and Recreation Program

2. This release waives all, claims whatsoever; known or unknown; which may arise by virtue of participation in the activity, including injury or death to self, damage to property, however such claim may arise, including but not limited to breaches of duty (such as breach of duty of care) and acts of current or future negligence by Releasees, their respective officers, employees or agents (nonexclusive examples are negligent care, supervision or control). This release waives any claims whatsoever against the Releasees arising from the actions of any other participant in the activity or any other third party. Further, this release covers all activities immediately before and after participation, including transportation to or from the event and waiting for rides from City or School facilities after the event.

3. The undersigned further agrees to defend and hold harmless Releasees, their respective officers, employees, or agents against any claim, cause, loss, cost or damage whatsoever, including attorney fees, that arises from the above-described activity. This release is specifically intended to indemnify the Releasees from any act of negligence of the undersigned.

4. Participation involves a risk of injury. By signing this form, you represent that you have considered the risks of participation in the activity, have obtained any medical clearance necessary to participate, and are able to participate without harm to yourself or others. You represent you will use any program equipment with care for yourself, other participants and your surroundings.

In the event of injury, program supervisors shall administer basic first aid and shall summon emergency services: via 9-1-1. Supervisors are not trained to provide detailed medical care and shall not, without prior agreement, provide medications. All costs of emergency care are the responsibility of the participant/participants legal guardian(s).

**NO INSURANCE IS PROVIDED BY THE CITY FOR INJURY TO PARTICIPANTS.**

6. Parents or others may take audio or video recordings of the participants. The City does not supervise or restrict recordings of public activities by third parties. You agree that photos or videos may be used in promotional materials produced by the City to encourage participation in the activity.

7. You agree to follow all rules of conduct established in conjunction with the activity. Failure to follow the rules will result in your removal from the activity, and you agree that any program fees paid will be kept and not refunded. In the event of a problem while engaged in the activity, notify the activity manager/supervisor.

8. This Release and Hold Harmless is given in partial consideration of your being allowed to participate in the activity described and binds yourself, your personal representatives and any heirs or assigns.

I HAVE READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT.  
I AM SIGNING THIS FREELY AND WITHOUT RESERVATION OR CONDITION.

If you have any questions about this document, do not sign it. Consult an attorney to assist you.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

By:

\_\_\_\_\_

Name:

\_\_\_\_\_  
(Participant Name)

By:

\_\_\_\_\_

Name:

\_\_\_\_\_  
(Parent Name — If required)

By: \_\_\_\_\_

Name:

\_\_\_\_\_  
(Parent Name — If required)