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Activity Date(s) Activity Name

**AGREEMENT, WAIVER, AND RELEASE**

In consideration for being permitted by the City to participate in the above-referenced activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in said activity. This release is intended to discharge in advance the City (including its officers, employees, volunteers, and agents) from any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of active or passive negligence or carelessness on the part of the persons or entities mentioned above.

It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs, administrators, executors, and assigns and that I shall indemnify and hold the City (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or connected in any way with my participation in said activity.

Additionally, I fully understand that my participation in the above-referenced activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, and/or property damage. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks.

VIRTUAL CLASS RELEASE: I hereby warrant and agree, that the conditions of my environment are safe, free from obstructions, and are suitable for participation in the above-referenced activity. I further understand and agree that any material downloaded, viewed or otherwise obtained through my participation in said activity is done at my own risk and the City is not responsible for any loss, alteration, corruption or other damage to my personal property, including computers, networks and other property used as part of my participation. 

PHOTOGRAPHIC RELEASE: I understand that photographs may be taken during this activity and hereby grant the City permission to use any such photo(s) for advertising or in promotional materials. 

PARENTAL/GUARDIAN CONSENT: (to be completed and signed by parent/guardian if Participant is under 18 years of age.) 

I hereby consent that my son/daughter,  , participate in the above-referenced activity, and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I state that said minor is physically able to participate in said activity. I hereby agree to indemnify and hold the City (including its officers, employees, volunteers, and agents) free and harmless from any loss, liability, damage, cost, or expense which may arise out of or connected in any way with said minor’s participation in said activity.

**I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ABOVE CITY AND I SIGN IT OF MY FREE WILL.**

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Signature Name (Printed) Date

**NOTES**

 Your City Name goes here

 Describe the time-frame (*e.g.,* July 1, 2020 through August 31, 2020).

 Accurately name the activity (*e.g.,* Children’s Tumbling or Beginning Swimming).

 This paragraph should be used when the activity involves virtual recreation classes/activities. It can be omitted when this form is used for other purposes.

 This paragraph should be used to permit use of the user’s likeness in promotional materials.

 This paragraph needs to be on the form only if the form may be used for minors. It can be omitted on an adult-only waiver and release form.

 If the participant is a minor, his or her name should go here.

 The participant or parent/guardian should sign and print his or her name here.

 The form should always be dated.