

PARTICIPANT'S WAIVER AND RELEASE OF LIABILITY

I, \_\_\_\_\_ acknowledge that **I and any minors for which I have legal responsibility and guardianship (who are fully covered by this waiver and my signature below) that are participating in Fruita Parks and Recreation programs, events, facility use, or activities.** I have voluntarily applied to participate in recreational activity(ies). I understand the hazards and exposures to danger that maybe connected with such activities and the certain real and unpredictable risks involved with participating in such activities. I understand the risks and dangers inherent with the activities in which I will be participating and acknowledge that I am fully capable of participating in these activities. I am in good health with no defects that would prevent me from engaging in these activities and I willingly assume the risk of injury as my sole responsibility. I understand and agree that any bodily injury, death, or loss of personal property and expense as a result of my negligence, or the negligence of the City, are my responsibility. As lawful consideration for being permitted to participate in Fruita Parks and Recreation programs, events, and activities, I release from any legal liability and agree not to sue, file claim against the property of, or prosecute; and to indemnify and hold harmless, the City of Fruita and all of its officers, agents and employees for any and all liability, injury, or death caused by or resulting from my voluntary participation in the activities mentioned above; whether or not such liability injury or death was caused by their negligence, or by my negligence, or any other cause.

This Waiver and Release of Liability shall be legally binding upon me, my heirs, my estates, assigns, **minors for which I am a legal guardian**, and my personal representatives. I have carefully read the Release and fully understand its contents. I am aware that I am releasing my legal rights that I otherwise may have, and I enter into this agreement of my own free will, and with full understanding and awareness of the risks involved. I agree to assume such risks.

I authorize and consent to the publication of myself, or minor, whether by television, newsprint, written, online advertisements or otherwise, of any materials contained in my name or picture for participation in any event.

**THIS IS A RELEASE OF LIABILITY. DO NOT SIGN THE RELEASE IF YOU HAVE NOT READ IT COMPLETELY OR DO NOT UNDERSTAND OR AGREE WITH ANY OF ITS TERMS.**

I certify I am the legal guardian of the minor(s) listed herein, and I am able to execute this waiver on their behalf. Facsimile, electronic and counterpart signatures are binding as originals.

Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_  
(If participant is under 18-years of age)

Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_  
(If participant is under 18-years of age)

Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_  
(If participant is under 18-years of age)

Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

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Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_  
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