



## **PARTICIPANT RELEASE, CONSENT AND WAIVER OF LIABILITY**

### **READ CAREFULLY BEFORE SIGNING**

In consideration for my participation in the program offered by the Recreation Department of the City of Avon Lake described in the application or agreement to which this Release, Consent and Waiver (this "RCW") is attached (the "Program"), I represent, acknowledge and agree as follows:

1. I am fully aware of the risks and potential hazards associated with participating in the Program, and I hereby voluntarily elect to participate in the Program and engage in such activity knowing that the activity may be hazardous to me and my property.

2. I hereby release, waive, discharge and covenant not to sue and agree to indemnify defend and hold harmless the City of Avon Lake (the "City"), its departments, officials, employees, agents, representatives and volunteers from and against any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me while participating in the Program, or while in, on or upon the premises where the Program is being conducted.

3. I voluntarily assume full responsibility for all risks of loss, property damage or personal injury, that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation in the Program.

4. I represent and acknowledge that I am in good physical condition, and I do not know of any medical, physical or mental condition or other reason that I should not participate in the Program or which could interfere with my safety in the Program, or else I am willing to assume - and bear the cost of - all risks that may be created, directly or indirectly, by any such condition. I understand, acknowledge and represent that if good physical condition requires the management of a medical condition, I am able to self-manage and self-administer any required medication.

5. During the Program, I hereby give permission for the Program staff to administer appropriate medical attention to me in the event of any accident, illness, or injury, including non-prescription medications or any medications that I bring in original containers with dosage instructions provided to Program staff. In the event of an emergency, 911 will be called, and I will be responsible for any and all costs of medical coverage and treatment provided not covered by my insurance.

6. I authorize the City to photograph and/or video record me during the Program, and use or distribute any picture or video related to Program activities in which I am depicted. I also authorize use of such materials for publication in brochures, on websites, or other City promotional

material, and for distribution to other Program participants, including but not limited to Program group pictures of participants.

7. I have read the foregoing, understand it and sign it voluntarily as my own free act and deed.

8. No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made to me.

9. I am at least eighteen (18) years of age and fully competent.

10. I agree to the Cancellation Policy set forth the below.

**Cancellation Policy:**

The City reserves the right to cancel or terminate the Program at any time. The City also reserves the right to deny a registrant the opportunity to participate in the Program if registration limits for the Program would be exceeded. A full refund of the registration fee will be issued if the Program is canceled by the City due to insufficient registration or if a registrant is denied the opportunity to participate in the Program because registration limits for the Program have been reached.

A registrant may cancel the registration prior to the start of the Program. A full refund of the registration fee will be issued if the registrant cancels the registration more than fourteen (14) days before the Program commences. A 50% refund of the registration fee will be issued if the registrant cancels the registration fourteen (14) days or less before the start of the Program. Refunds are not offered for a cancellation after the start of the Program, unless the City is provided with documentation satisfactory to the City of extenuating circumstances justifying such cancellation.

**Privacy Policy:**

Credit card information is not retained by using this system.

Program: \_\_\_\_\_

Program Dates: \_\_\_\_\_

Printed Participant Name: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

February 2, 2018

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