

This waiver applies to all individuals who utilize facilities owned or operated by the Town of Parker (the “Town”) or who participate in activities conducted by the Town, or, if the Participant is under the age of eighteen, their parent or legal guardian (the “Participant”).

The Participant recognizes and acknowledges that activities conducted by the Town of Parker, including at facilities operated by the Parker Recreation Department or Parker Arts (the “Facilities”) involve risk of serious injury, including permanent disability or death, and severe social and economic losses which might result from participant action, inaction, the negligence of others, the rules of play, or the condition of the premises or any equipment used thereon. The Participant acknowledges that these risks may result from the actions, inactions, or negligence of the Participant or others, or the conditions of the premises or of any equipment used. Further, the Participant understands that there may be other risks not known or reasonably foreseeable at this time and that such risks shall be assumed by the Participant, including risks that could result in injury or harm to the Participant as a result of the Participant’s preexisting physical condition, whether known or unknown.

The Participant certifies that he/she/they have no medical or physical conditions which could interfere with the Participant’s safety in the activity, or alternatively, that the Participant is willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. The Participant understands and acknowledges that the Town does not provide accident, health, life insurance, or other coverage for the Participant during their participation in the activity.

The Participant authorizes the employees of the Town and/or any instructor or coach of a team/activity to Administer basic First Aid and to call for emergency rescue service for the Participant should it be necessary in the case of injury or suspected injury, during the times that the Participant is utilizing the Facilities or is otherwise involved in a sport, class, camp, league, clinic, activity or tournament being hosted through the Town.

The Participant authorizes any attending physician or any other medical provider at a hospital or other medical treatment facility, where the Participant may be transported in the event of a medical emergency, to administer necessary emergency medical care to the Participant upon his/her/their arrival at a medical treatment facility. The Participant will accept responsibility for the payment of any and all treatment provided, including emergency rescue services.

The Participant acknowledges a further understanding of the following:

- that the Participant is legally responsible for his/her/their actions, including, but not limited to, any damage to private or public property and/or personal injury or death that the Participant causes;
- that the Participant is legally responsible for his/her/their own welfare and actions, including personal needs, emergency response/rescue, and medical expenses.

The Participant hereby waives any right of recovery or cause of action against the Town, its employees, elected officials, or agents for any injury sustained by the Participant or for any physical condition created or aggravated by the Participant’s involvement in activities within the Facilities. It is expressly agreed that the Town shall not be liable to the Participant, their successors, or assigns, for any injuries or any damage to the Participant, or be subject to any claim, demand, injury, or damages resulting from acts or omissions on the part of the Town, its officers, employees, elected officials, or agents. The Town shall not be responsible or liable for any property that is damaged, lost, or stolen in or around the Facilities, or for loss or damage to any property including, but not limited to automobiles and the contents thereof.

The Participant agrees to indemnify and hold the Town, its officers, employees, elected officials, agents, assistants, volunteers, consultants and representatives, harmless from any loss, damage or injury, which may result from his/her/their involvement in any activity sponsored by the Town. This release of liability and indemnity applies equally to losses, damages or injuries caused or alleged to be caused in whole or in part by the negligence of the Town. The Participant further agrees to release, waive and discharge, and agrees not to sue the Town for any claims, demands or actions whatsoever arising out of any damage, loss or injury incurred on or to the Participant as a result of his/her/their involvement in any activity sponsored by the Town. This release of liability and indemnity applies to the Participant as well as any of the Participant's personal representatives, assigns, heirs and next of kin.

Finally, the Participant provides their consent to use any photographs taken of the Participant while participating in any Town of Parker program in future promotional or marketing materials.

By using the Facilities, registering for an activity, or being otherwise involved in activities at any of the Facilities, the Participant represents that he/she/they have read and fully understand the effect of the relinquishment of the rights that they hereby waive.

**Additional waiver language applicable to activities in which individuals under the age of eighteen (18) are participating or enrolled.**

I, the registrant, am over the age of eighteen (18) and am the parent or legal guardian of each child named on my registration form (each, "my child(ren)"). I affirm that I have the right to make decisions concerning the care, custody, and control of each child. I understand that Classes hosted within the Town of Parker's Facilities, including, but not limited to, drop-in childcare, full-day childcare, day camps, classes and other children's activities (collectively, the "Classes") may involve the risk of physical injury and/or death. I expressly assume all risks associated with my child(ren)'s participation in Classes at the Facilities and recognize that injuries are a common and ordinary occurrence during these types of activities.

I authorize those listed as emergency contacts and authorized pick-ups/drop offs ("Authorized Adults") to participate in dropping off and picking up my child(ren), including signing them in and out of the Class, if required by the Town. I understand that my child(ren) will only be released to Authorized Adults. If an individual who is not listed on the emergency contact or authorized pick-up/drop-off list attempts to pick up my child(ren), Town staff will refuse to release the child and will call the child(ren)'s emergency contacts. Staff may also contact law enforcement in this circumstance. In case of an emergency, staff will not engage in a confrontation with the individual(s) attempting to pick up the child and will instead first notify law enforcement and then will notify the child's parent(s) or guardian(s) as soon as practicable.

The Town reserves the right to request ID for proof of identity of any individual attempting to pick up a child. If the person is deemed unauthorized, the visitor will be asked to leave the premises. Participants aged 12 and older may sign themselves out for the day so long as their parent or guardian authorizes them to do so on their registration form. However, I acknowledge that the specific program in which I enroll my child may have higher age limits for a child to sign themselves in and out of the activity.

I hereby agree to waive any and all claims against, and to release, agree to indemnify, defend, and hold harmless the Town of Parker, its representatives, agents, and directors from all claims or liability for damages and/or injuries incurred by my child(ren) in connection with Classes provided by the Town at the Facilities or any other Town facility where my child(ren) may be transported as part of the Town's Classes, and/or any other locations where my child(ren) may be transported for field trips or other organized activities. I further acknowledge that I



have reviewed and evaluated the risks and determined to use the Classes provided by the Town with full knowledge and acceptance of the risks.

I agree that participation in Classes provided by the Town and participation in activities or events at the Facilities, or other locations such as field trips or other organized activities, shall be undertaken by me or my child(ren) at our sole risk, and the Town of Parker shall not be liable for any injuries or any damage to me, or my child(ren), or be subject to any claim, demand, injury or damages whatsoever, irrespective of cause or origin.

I understand and agree that the Town of Parker is only responsible for the supervision of my child(ren) during the set hours of the Class designated on the online registration page. Town staff will not supervise children before the start of the Class or who are not picked up by an Authorized Adult within 15 minutes after the Class has ended and Town staff may contact the Parker Police Department for child pick up.