



## **CITY OF EXETER PARKS AND RECREATION PARTICIPANT RISK ASSUMPTION, WAIVER, RELEASE AND INDEMNITY AGREEMENT**

For and in consideration of being allowed to participate in the City of Exeter Parks and Recreation, athletic sports or recreation programs, and related events and activities, the Undersigned acknowledges, appreciates, and agrees that the risk of serious injury including, but not limited to, permanent paralysis, injury, illness, communicable diseases, and death, is significant and does exist. Therefore:

1. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE ABOVE-NAME ORGANIZATION or others, and assume full responsibility for my participation.
2. The Undersigned voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, illnesses, communicable diseases, economic injury, or wrongful death arising from or relating to my child's participation in the City of Exeter Parks and Recreation programs, and related events and activities.
3. The Undersigned does for him/herself, his/her heirs, executor, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise from him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against The City of Exeter or any of its officers, agents, or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise. IT IS THE INTENTION OF THE UNDERSIGNED BY THIS INSTRUMENT, TO HAVE AGREED TO THE ASSUMPTION OF THE RISK AND, TO EXEMPT AND RELIEVE THE CITY OF EXETER, OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, ILLNESSES, COMMUNICABLE DISEASES, OR WRONGFUL DEATH CAUSED FROM PASSIVE OR ACTIVE NEGLIGENCE.
4. The Undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against The City of Exeter for an act or occurrence arising from the action/inaction of the Undersigned, Undersigned shall indemnify, defend, and save harmless The City of Exeter, or any of its officers, agents, servants or employees from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, communicable diseases, property damage or wrongful death.

**This is to certify that I, as parent or legal guardian, have LEGAL RESPONSIBILITY for this participant. I have fully read and understand the significance of this ASSUMPTION, WAIVER, RELEASE, AND INDEMNITY AGREEMENT and do consent and agree.** By signing this document, I hereby consent to images captured by City staff/representatives of my child in the City of Exeter Parks and Recreation events through video, photography, and digital camera, to be used solely for the purposes of the City of Exeter's promotional material and publications and waive any rights of compensation or ownership thereof.

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Parent and/or Guardian (if minor)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Date