

**HAMMOND DEPARTMENT OF PARKS & RECREATION
PARTICIPANT WAIVER AND RELEASE OF LIABILITY**

Read Carefully – This Document Has Legal Implications

I understand that I am (or if signing on behalf of a minor under the age of 18 that the child is) voluntarily participating in an activity at a Hammond Department of Parks and Recreation ("Parks") facility or an affiliated Parks facility (Facility).

I agree that the following persons or entities are the Released Parties herein: City of Hammond, Indiana, Mayor Thomas M. McDermott, Jr., Hammond Department of Parks and Recreation, Board of Parks Commissioners, Hammond Department of Planning and Development, Hammond Redevelopment Commission, their officers, employees, volunteers, representatives, agents, staff, referees, event organizers, sponsors and event volunteers.

Acknowledgement and Assumption of Risk: By voluntarily participating in this activity, I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE ACTIVITY AND ANY/ALL RISKS ASSOCIATED WITH THE FACILITY AND/OR THE ACTIVITY, including but not limited to the inherent risks in the sport or activity, any risks that may arise from negligence or carelessness on the part of the Released Parties, and from dangerous or defective equipment or property owned, maintained, or controlled by them.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by facilities, temperature, condition of other participants, equipment, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, producers/organizers of the activity, and Released Parties.

Waiver, Release, Indemnification and Hold Harmless. In consideration of my application and by permitting me to participate in this activity, I hereby, for myself, my executors, administrators, heirs, next of kin, successors, and assigns affirmatively state and agree as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the Released Parties, for my death, disability, personal injury, property damage, property theft, or damages of any kind which may hereafter occur to me.

(B) I FURTHER AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Released Parties from any and all liabilities or claims made as a result of my participation in this activity, whether caused by the negligence of the Released Parties or otherwise.

I acknowledge that the Released Parties are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity at the Facility.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns. **INITIAL**_____

This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL ON MY BEHALF OR ON BEHALF OF THE BELOW MINOR CHILD OF WHICH I HAVE THE AUTHORITY TO SIGN AND ACKNOWLEDGE THAT I UNDERSTAND THAT SAID MINOR CHILD SHALL ALSO BE BOUND BY THE TERMS HEREIN.

Participant's Printed Name
(Please print legibly)

Date of Birth

Participant's Signature

Date

If Participant is under 18 years old, Parent or Guardian must sign.

Parent/Guardian's Printed Name
(Please print legibly)

Parent/Guardian Signature

Date