SPANISH FORK CITY PARKS & RECREATION LIABILITY WAIVER

| Responsible Party | | | | |
|-------------------|-----------------|--------------|-----|--|
| Last Name | First Name | Today's Date | | |
| Address | | | | |
| Street | City | State | Zip | |
| Primary Phone | Alternate Phone | | | |
| Alternate Phone | E-mail | | | |

| | First Name | Last Name | Gender M/F | DOB (mo/day/yr) | School | Grade |
|--------|------------|-----------|---------------|--------------------|--------|-------|
| Self | | | | | N/A | N/A |
| Spouse | | | | | N/A | N/A |
| Child | | | | | | |
| Child | | | | | | |
| Child | | | | | | |
| Child | | | | | | |
| Child | | | | | | |

Office Use ONLY: City Resident _____ Non-City Resident _____

WAIVER

I acknowledge that there are inherent risks when participating in any sports or recreational activities. I also acknowledge that these sports and activities can be an extreme 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 terrain, facilities, water conditions including pollution, temperature, currents and waves, weather, condition of athletes' equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event, and lack of hydration. I hereby assume all of the risks of participating in this event. I certify that I am physically fit, have sufficiently trained for participation in these activities, and have not been advised otherwise by a qualified medical person.

I authorize my child(ren), listed above, to participate in recreational activities provided by the City and acknowledge the same inherent risks listed in the preceding paragraph, particularly if my child(ren) fails to follow written warnings or verbal instructions or engages in activities beyond his/her abilities. I will specifically look for and instruct my child(ren) on these dangers and warning signs. Knowing these risks, I believe that the benefits of my child(ren)'s participation in these activities outweighs any risk associated with this activity. Individually, and on behalf of my child(ren), I hereby release *Spanish Fork City*, its agents and employees, from any and all claims arising from known, reasonable and/or inherent risks associated with my child(ren)'s participation. I further understand that it is my responsibility to keep my child(ren) from participating in any activity beyond his/her abilities. I am aware that the City has a Concussion Policy and agree to follow the terms and guidelines of this policy. I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by Spanish Fork City and the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said activities.

In consideration of my application and permitting me to participate in these activities, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my traveling to and from these activities, THE FOLLOWING ENTITIES OR PERSONS: Spanish Fork City and its directors, officers, employees, volunteers, representatives and agents, the event holders, event sponsor, event directors, event volunteers; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during these activities.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and or illness during these activities. I understand that at these activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. PARENT/GUARDIAN INDEMNIFICATION FOR MINORS

The undersigned parent and natural guardian or legal guardian does thereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of both the minor and the parents or legal guardian.

AUTHORIZATION FOR MEDICAL TREATMENT

This release will authorize Mountain View Hospital and the Spanish Fork City Ambulance Service to provide medical treatment in the event of an accident or illness while participating in the recreation program of Spanish Fork City. I understand that these services are provided on a fee basis.

THIS WAIVER PERTAINS TO ALL SPANISH FORK CITY PARKS & RECREATION PROGRAMS AND ACTIVITIES THE UNDERSIGNED HAS CAREFULLY READ THE ABOVE STATEMENTS