

**CITY OF WEST ST. PAUL
PARK AND RECREATION DEPARTMENT
VOLUNTARY WAIVER OF LIABILITY AGREEMENT**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ CAREFULLY BEFORE SIGNING**

The below-named Participant wishes to participate in activities ("Activity") at the West St. Paul Regional Athletics Center. Participant and/or Participant's parent, custodian, or legal guardian (on behalf of him/herself and Participant) understands, acknowledges, and affirms as follows:

- (1) Participant's participation is strictly voluntary. No one is forcing or requiring Participant to participate.
- (2) The Activity Participant is about to voluntarily engage in may be dangerous and may involve certain risks, including but not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage to Participant or others. By executing this Voluntary Waiver of Liability Agreement, Participant and (if applicable) Participant's parent, custodian, or legal guardian (on behalf of him/herself and Participant) assumes all such risks, known or unknown, anticipated or unanticipated.
- (3) In consideration for being allowed to participate in this Activity, Participant and (if applicable) Participant's parent, custodian, or legal guardian (on behalf of him/herself and Participant) hereby agree to release the City, its insurer, and anyone working on behalf of the City from any claims or actions arising out of or in any way related to the above-described Activity. Participant and (if applicable) Participant's parent, custodian, or legal guardian (on behalf of him/herself and Participant) waive any right to make claims or bring lawsuits against the City or anyone working on behalf of the City, for any injuries or damages arising out of or in any way related to the above-described Activity.
- (4) In consideration for being allowed to participate in this Activity, Participant and (if applicable) Participant's parent, custodian, or legal guardian (on behalf of him/herself and Participant) agree to release, defend, indemnify, and hold harmless the City, its officers, officials, employees, insurers, agents, contractors, representatives, and servants, from and against all liabilities, claims, causes of action, demands, losses, damages, judgments, and other obligations (including attorneys' fees and costs), including those arising from any third party claims, on account of injury, loss or damage which arise out of or are in any way related to Participant's participation in the Activity or Participant's use of the City's facilities/property.
- (5) This agreement extends to all acts, omissions, negligence, or other fault of the City, its officers, officials, agents, contractors, servants, or employees, and that this Agreement is intended to be as broad and inclusive as is permitted by law.
- (6) This release and waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the City.
- (7) Participant and (if applicable) Participant's parent, custodian, or legal guardian (on behalf of him/herself and Participant) understand that entering into and signing this agreement affects Participant's rights and results in the giving up or waiving certain legal rights; and Participant and (if applicable) Participant's parent, custodian, or legal guardian accept this and sign this agreement of his/her/their own free will.
- (8) The terms of this agreement shall be binding upon Participant and Participant's parents, conservators, representatives, agents, assigns, or legal guardians if Participant is alive; and Participant's heirs, representatives, executors, and assigns if Participant is deceased.
- (9) The undersigned signature indicates that the undersigned has read this entire agreement, understands it completely, acknowledges that it cannot be modified or changed in any way by oral representation, and agrees to be bound by its terms.

Name of Participant: _____ (Please Print)

Date: _____

Signature of Participant

NOTICE: If Participant is under 18 years old or has a legal guardian or conservator, this release must be signed by the custodial parent, legal guardian, or conservator.

I certify that I am the custodial parent, legal guardian or conservator of the above-named Participant. I hereby consent to Participant's participation in the Activity. I have read and understand the above terms and conditions and agree to be bound by all of them.

Name of Parent/Legal Guardian/Conservator: _____ (Please Print)

Date: _____

Signature