

Child's Name: _____
(LAST, FIRST)

Parent: _____
(LAST, FIRST)

ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

In consideration of the use of the property, facilities and/or services of City of Santa Fe Recreation Division or any Auxiliary organizations (Auxiliaries) participating or sponsoring recreational programs, the undersigned agrees as follows:

1. **RISK FACTORS:** The undersigned understands and acknowledges that the use of equipment, facilities and services provided by the Parks and Recreation Department (physical sports, weight and cardiovascular training, dance, aerobics, swimming, ice skating, golf, sports clubs and any other programs and services sponsored by Parks and Recreation Department or its associated Auxiliaries) involves risks such as **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH** which might result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.

2. **ASSUMPTION OF RISK.** The undersigned **ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, those **RISK FACTORS** described in section 1 above.

Items 1-2: _____(Initials)

3. **RELEASE.** The undersigned **RELEASES** the City of Santa Fe, the Auxiliaries, the officers, employees and agents of each (Released Parties) and agrees **NOT TO SUE** the Released Parties for any claims, injuries, or damages, arising from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care. The undersigned understands that this release includes those claims, injuries or damages based on death, bodily injury or property damage whether or not caused by the negligent acts, omissions or other fault of the Released Parties.

4. **INDEMNIFY, DEFEND AND HOLD HARMLESS.** The undersigned agrees to **INDEMNIFY AND DEFEND** the Released Parties against, and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care, including those based on death, bodily injury or property damage.

Items 3-4: _____(Initials)

5. **PAY.** The undersigned agrees to pay for any or all damages to any property of the City of Santa Fe caused by the undersigned either negligently, willfully, or otherwise.

6. **REPRESENTATIVES.** The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.

7. **EMERGENCY TREATMENT CONSENT.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

8. **INSURANCE.** The undersigned understands that the City of Santa Fe and its Auxiliaries do not carry participant insurance. The undersigned is encouraged to have a physical examination and to purchase health insurance prior to any and all participation.

9. **PHOTOGRAPHS.** The undersigned understands and grants the City of Santa Fe permission to take photographs of me and my family participating in recreational activities for the purpose of publicizing recreational programs and facilities.

Items 5-9: _____(Initials)

10. **ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily. **Item 10:** _____(Initials)

Signature: _____ Date: _____ Staff Initials: _____

CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent and/or legal guardian of the above named minor. I have read and understand the agreement involves surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of this agreement. I also give my consent to the participation in the activity of the minor and for the minor to receive emergency medical treatment.

Date: _____

Signature of Parent/Legal Guardian –
Consent and Release on Behalf of the Minor

EMERGENCY CONTACT INFORMATION: (other than self)

NAME _____ TELEPHONE #'s _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____