

**Participant Name:** \_\_\_\_\_

**WAIVER AND RELEASE OF ALL CLAIMS:** I have read this form carefully, and am aware that by registering and participating in, or registering myself or my minor child for the recreational program (hereinafter referred to as "the program") as permitted by the City of North Tonawanda and the Department of Youth, Recreation and Parks, their agents, officers, participants, consultants, employees and all persons or entities in any capacity on their behalf (hereinafter referred to as "**The City**"), to participate in its activities and use its equipment and facilities, I now agree to release and discharge **The City**, on behalf of myself, my child, assigns, personal representatives and estate as follows:

1. I hereby acknowledge that **The Program** entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, my child, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. In an effort to minimize those risks, I agree to that the activity participant wear protective gear if needed when involved in **The Program**. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO:
  - (1) Nature of the activity
  - (2) Latent or apparent defects or conditions in equipment or property supplied by The City, or other persons or entity.
  - (3) Use of property by myself, others or equipment supplied by The City.
  - (4) Acts of other participants in this activity, employees or agents of The City.
  - (5) My own physical condition or acts or omissions.
  - (6) Conditions of The City facility and surrounding grounds or terrain and accidents connected with their use.
  - (7) First Aid emergency treatment or other services.
2. I expressly agree and promise to accept and assume all risks associated with this activity. My participating or allowing my child to participate in this activity is purely voluntary and I elect to allow this participation despite these risks.
3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless The City, from any and all claims, demands, or causes or action which are in any way associated with this activity or use of City equipment or facilities, including but not limited to any such claims which allege negligent acts or omissions of The City.
4. Should The City, or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to defend, indemnify and hold harmless The City or any such person from all such fees and costs.
5. I hereby state that I will bear the cost of any injury or damage that I or my child may cause or suffer while participating. I further certify that the activity participant has no medical or physical conditions which would or could interfere with safety in this activity or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly by such condition.

**COVID-19 Release**

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

I am aware there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

I acknowledge my responsibility not to play or practice if I am exhibiting symptoms of COVID-19. If, however, I observe any symptoms during my participation or presence at a game or practice, I will remove myself from participation, and bring such to the attention of my coach or team official immediately.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE** City of North Tonawanda, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **ILLNESS, INJURY, DISABILITY OR DEATH** I may suffer, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

By signing this document I acknowledge that if anyone is hurt, or property is damaged during my participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against The City, on the basis of any such claim or claims from which I have release them herein.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Emergency Telephone Number:** \_\_\_\_\_