

## **AGREEMENT, WAIVER, AND RELEASE**

I have carefully read the description of RECREATIONAL class(es), program(s) and activity(ies) (collectively referred to as "RECREATIONAL ACTIVITY") for which I am registering and in consideration for being permitted by the Chico Area Recreation and Park District (hereafter referred to as "CARD"), to participate in the RECREATIONAL ACTIVITY and as described in the Activity Guide, flyers, correspondence, newsletters, website, text, social media, and/or e-mail. I for myself, personal representative, assigns, heirs, and next of kin, hereby waive, release and discharge any and all claims for damages for personal injury, death or property damage which I may have, or which may hereafter accrue to me, as a result of participation in said RECREATIONAL ACTIVITY. I certify and represent that I am in good health and physically able to participate in said RECREATIONAL ACTIVITY. I fully understand the RECREATIONAL ACTIVITY involves risks and I fully accept all such rights and responsibilities for losses, costs and damages I incur as a result of my VOLUNTARY participation in the RECREATIONAL ACTIVITY. This release is intended to release and discharge in advance CARD (its directors, officers, employees, volunteers, and agents) from any and all liability arising out of or connected in any way with my VOLUNTARY participation in said RECREATIONAL ACTIVITY. It is understood that this RECREATIONAL ACTIVITY involves an element of risk of accidents INHERENT TO THE RECREATIONAL ACTIVITY, and knowing those risks I hereby VOLUNTARILY assume those risks. It is further agreed that this Agreement, Waiver, and Release is to be binding on my heirs and assigns. I agree to indemnify and to hold the above persons or entities free and harmless from any loss, liability, damage, cost or expense which they may incur as the result of my death or injury or property damage that I may sustain while participating in said RECREATIONAL ACTIVITY. I agree that if any portion of this Agreement, Waiver, and Release is held to be invalid, the balance shall remain in full force and effect.

**Parental/Legal Guardian Consent:** (This form must be completed and signed by a parent/guardian if applicant is under 18 years of age.) I hereby consent to my son/daughter/ward's participation in the RECREATIONAL ACTIVITY and as described in the Activity Guide, flyers, correspondence, newsletters, website, text, social media, and/or e-mail and I hereby execute this Agreement, Waiver, and Release on his/her behalf. I certify and represent that said minor is in good health and physically able to participate in said RECREATIONAL ACTIVITY. I for myself and said minor's personal representative, assigns, heirs, and next of kin, hereby waive, release and discharge any and all claims for damages for personal injury, death or property damage which I and/or said minor may have, or which may hereafter accrue, as a result of participation in said Activity. I fully understand that the RECREATIONAL ACTIVITY involves unknown risks and dangers and I fully accept all such rights and responsibilities for losses, costs and damages incurred as a result of his/her participation in the RECREATIONAL ACTIVITY. This release is intended to release and discharge in advance the CARD (its directors, officers, employees, volunteers, and agents) from any and all liability arising out of or connected in any way with said minor's participation in said RECREATIONAL ACTIVITY. It is understood that this RECREATIONAL ACTIVITY involves an element of risk and danger of accidents INHERENT TO THE RECREATIONAL ACTIVITY, and knowing those risks I hereby assume those risks. It is further agreed that this Agreement, Waiver, and Release is to be binding on all heirs and assigns. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost or expense which they may incur as a result of the death or injury or property damage that said minor may sustain while participating in said RECREATIONAL ACTIVITY. I agree that if any portion of this Agreement, Waiver, and Release is held to be invalid, the balance shall remain in full force and effect.

**PHOTOGRAPH/VIDEO/INTERVIEW/SOCIAL MEDIA RELEASE:** I hereby authorize CARD to publish photographs and/or videos and/or written or quoted statements taken of/from me and/or of my minor child/ward, and my/our names and information provided in an interview, in connection with the publicizing/promotion of CARD, its services, including, but not limited to, newsletters, flyers, publications, websites, social media, public service announcements, news releases, and feature articles. I agree that such reproduction may be edited as desired and used in whole or in part for any and all print, audio-visual, multimedia, online, and/or exhibition purposes in any manner or media, in perpetuity, throughout the world. I understand that I have no rights to any benefits derived therefrom. I release CARD from any expectation of confidentiality for myself and/or my minor child/ward. I understand that there is to be no remuneration for the use or reproduction of said photographs/video/interview information. I further agree that I and/or my minor child/ward have no rights of ownership whatsoever.

**I HAVE CAREFULLY READ THIS ENTIRE DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, CONTRACT, AND RELEASE BETWEEN MYSELF AND CARD AND I SIGN IT OF MY FREE WILL ON BEHALF OF MYSELF AND/OR MY MINOR CHILD/WARD.**