

TOWN OF ASHLAND
RELEASE OF LIABILITY
PARTICIPATION IN RECREATION PROGRAM

Participant Name: _____ Date of Birth: _____

Please accept the above named person as a voluntary participant in the Town of Ashland Recreation program and in consideration of the risks associated with such use:

1. I acknowledge that I have determined the nature and extent of the planned activities and feel that this participant is of sufficient age, ability, and discretion to participate.
2. I acknowledge that the participant's participation in these voluntary programs may expose the participant to risks of personal injury or death resulting from such participation and the use of materials and equipment by the participant and other participants, and the exposure to harm.
3. I agree that this participation is at the discretion of the Ashland Recreation Department and if the participant becomes a discipline problem, they will be expelled from the program without refund of the program fee.
4. I hereby grant permission for emergency medical procedures deemed advisable for the participation in the event of injury or illness during participation unless otherwise noted on this form.
5. I agree that I will not sue, or otherwise make any claim against the Town of Ashland, including its Recreation Department ("the Town"), or its employees, agents, and officials, for any loss, injury or damage, resulting from participation in these activities.
6. I agree that the Town and its employees, agents, and officials, shall not be legally responsible for any loss, injury or damage resulting from any cause, including negligence of any party.
7. I agree that use of equipment which is provided is at the participant's own risk. I understand and agree that the Town shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment. The Town makes no warranties of any kind regarding this equipment.
8. To the fullest extent allowed by law, I agree to RELEASE, DISCHARGE, INDEMNIFY and HOLD HARMLESS the town, its employees, agents and officials from all actions or claims from myself, my heirs or personal representatives for any loss, injury, or damage resulting from these activities, including the use of any equipment.
9. I hereby grant permission for any photographs or videos taken during this program to be used in print or electronically, specifically for promotion matters, press, and/or future advertising.
10. The terms of this Release shall also be binding as to any other persons, including family members, heirs, executors, or administrators. I understand that this is a binding contract that supersedes any other agreements or representations and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. If any part of this Release is deemed unenforceable, all other parts shall be given full force and effect
11. I have read the Release and am legally competent to sign this Release as the parent or legal guardian of the participant.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL

Read and acknowledged on this ____ day of _____, _____.

Signature of Participant: _____

Participants Printed Name: _____

(NOTE: If a participant is under the age of 18, their parent or legal guardian must also sign this document.)

I, (print name) _____, certify that I am the parent/legal guardian of the participant who has signed above, and that I am authorized to consent for the participant. I have read and understand the provisions of this document. I agree and consent to the individual participating in the event, and I fully enter into and agree to this Release, individually and on behalf of the participant.

Signature: _____ Date: _____