



Entity: City of Winters Parks and Recreation

Describe Activity: Swim Lessons

**WAIVER OF LIABILITY, MEDICAL RELEASE, AND INDEMNIFICATION
AGREEMENT FOR A MINOR PARTICIPANT**

In consideration of the participating minor child being permitted by the above entity to participate in the above described activities, I hereby waive, release and discharge any and all claims and damages for personal injury, death or property damage which said minor child may sustain or which may occur as a result of the minor child's participation in said activity. I understand and agree that:

1. this release is intended to discharge in advance the entity, its officers, employees and agents from, and against, any and all liability, even arising out of the entity's own negligence or carelessness, connected in any way with the participation of the minor child in said activity;
2. the described activity may be of a hazardous, strenuous, and/or physical nature;
3. participation in the described activity may occasionally result in injury, death, or property damage;
4. knowing the risks involved, nevertheless, I have requested permission for the minor child to participate in the above described activity;
5. I assume all risks of injury, and to release and hold harmless the above entity, its officers, employees, and agents (even for their own negligence or carelessness);
6. this waiver, release and assumption of risk is to be binding on the heirs and assigns of each of the undersigned;
7. I will indemnify and hold the entity harmless from any loss, liability, damage, or cost or expense, including litigation, which it might incur as a result of any injury and/or property damage which said minor may sustain while participating in said activity;
8. I will make good any loss or damage or cost the above entity may have to pay if any litigation arises on account of any claim made by said minor or by anyone on said minor's behalf;
9. in the event that said minor requires medical or surgical treatment while under the supervision of said entity personnel in connection with the described activity, such supervisor may authorize treatment;
10. I will pay all medical, hospital, or other expenses which said minor may incur as a result of such treatment;
11. I expressly permit said minor child to travel by either private automobile or entity vehicle to activities and events related to the above described activity.

I certify that I have custody, or am the legal guardian of said minor by court order, and that said minor is physically able to participate in the activity set forth above.

I have read this Waiver of Liability, Medical Release, and Indemnification Agreement, and fully understand its contents. I am aware that this is a release of liability, and a contract between myself and the above entity, and that I sign it of my own free will.

Name of Participant: _____ Date of Birth: _____

Signature of Parent/Guardian: _____ Date: _____