

WAIVER OF LIABILITY, INDEMNITY AGREEMENT, AND ASSUMPTION OF RISK

The Moab City Recreation (MCR), which is a City of Moab facility, is committed to providing safe sporting activity facilities and considers the safety of participants to be of utmost importance. The MRC continually strives to reduce risks and insists that all participants follow safety rules and instructions that are designed to protect participants' safety. However, participants and parents/guardians of minors engaged in physical activities must recognize that there is an inherent risk of injury. MCR activities challenge and engage the physical, mental, and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning, and equipment, there is still a risk of serious injury, and it must be recognized that it is impossible for the MCR to guarantee absolute safety.

I understand that I am solely responsible for determining if myself or my minor child(ren) are physically fit and/or adequately skilled for the activities associated with the usage of the MCR.

I understand that I have hereby been advised to consult a physician before undertaking any physical activity, especially if I or the minor participant I am signing for is pregnant, disabled, or has recently suffered an illness, injury or impairment.

By agreeing to this waiver, I understand and recognize that MCR staff are not responsible for providing supervision of my minor child(ren); rather, MCR staff are responsible for enforcing safety rules and responding to emergencies.

I understand children 10 years of age and younger must be supervised at all times by a responsible person 16 years of age or older and those under the age of 6 must be in arms reach of their guardian at all times.

Adult activity participants and parents of minor activity participants are solely responsible for supervision of any and all activities contemplated by this agreement.

Please read this form carefully and be aware that in consideration for permission to use, today and on all future dates, the property, facilities, and services of the Moab City Recreation (hereinafter "MCR"), you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child(ren) might sustain as a result of participating in any and all activities connected with and associated with the use of the MRAC facilities and programs.

1. WAIVER

In consideration of permission to use, today and on all future dates, the property, facilities, and services of the Moab City Recreation (hereinafter "MCR") I, on behalf of myself, my heirs, personal representatives, successors or assigns, do hereby release, waive, discharge, hold harmless and indemnify MCR, its directors, officers, employees, volunteers, independent contractors and agents from liability from any and all claims, damages in law or remedies in equity of whatever kind arising or which may arise from the following occurrences:

A) Personal injury, including death, from accidents or illnesses arising from the participation in activities, including, but not limited to, organized activities, classes, observation, and individual use of MCR facilities, premises, or equipment; and

B) Damage to, loss of, or theft of personal property.

2. ASSUMPTION OF RISKS

I acknowledge that physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. MCR provides facilities for activities such as contact sports, use of sporting equipment, walking, jogging, running and aerobic activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve the use of blunt objects at high speed, and others involve sustained physical activity, which places stress on the cardiovascular system. The specific risks vary from one activity to another, but in each activity, the risks range from minor injuries such as scratches, bruises, and sprains, to major injuries, such as loss of sight, joint or back injuries, concussions, and heart attacks to catastrophic injuries, including paralysis and death. I have read the previous paragraphs and I understand the nature of the activities at MCR, the demands of those activities relative to my physical condition and skill level, and I recognize the types of injuries which may occur as a result of activities made possible at MCR. I hereby assert that my participation and the participation of my minor child(ren) is voluntary and that I knowingly assume, on behalf of myself and such minor child(ren), all such risks.

3. PARENTAL CONSENT

In signing this document for my minor child(ren), I represent that I voluntarily elect to allow my child(ren) to use the property and facilities of the MCR and, on behalf of the minor child(ren), hold harmless and indemnify MCR, its directors, officers, employees, volunteers, independent contractors and agents from liability from any and all claims, damages in law or remedies in equity of whatever kind arising or which may arise from the occurrences enumerated in Paragraph 1 hereof.

4. MEDICAL CONSENT

I hereby affirm that I, and my minor children), if applicable, are free of health conditions that might create undue risk to ourselves or others in the course of our use of the MCR facilities or that, with the knowledge and approval of the MCR, we have made adequate arrangements for special accommodation of any medical emergency that may arise as a result of a health condition. Further, I authorize any qualified MCR instructor, official or medical personnel to render necessary emergency medical care for myself and/or my minor child(ren), if applicable, and to arrange for transportation to any medical facility or hospital for treatment.

5. SEVERABILITY AND VENUE

I further expressly agree that the foregoing Waiver and Assumption of Risk is intended to be as broad and inclusive as is permitted by the law of the State of Utah and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in the Seventh District Court of the State of Utah and in accordance with governing Utah laws.

6.PHOTO RELEASE

I hereby grant the City of Moab permission to use the above participant's likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the City of Moab.

I hereby hold harmless, release, and forever discharge the City of Moab from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I hereby affirm that I understand that Moab City Recreation utilizes program photos for promotional purposes. I will directly inform Moab City Recreation staff if I do not want myself or my child to appear in promotional photography.

ACKNOWLEDGEMENT OF UNDERSTANDING

I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am relinquishing certain rights and acknowledge that I am signing this agreement freely and voluntarily, for myself and for my minor children), if applicable, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of Utah.

_____ Full Printed Name(s) of Participant(s)
_____ Signature of Participant

_____ Date

_____ Full Printed Name of Guardian (if applicable)
_____ Signature of Guardian (if applicable)