

CITY OF PUEBLO ACKNOWLEDGEMENT OF RISK, WAIVER AND RELEASE AGREEMENT

PLEASE READ BOTH THE ENTIRE AGREEMENT!

In consideration of the City of Pueblo ("City") permitting Participant to be present in or upon sports facilities operated by or under the control of City, including but not limited to buildings, outdoor sport areas, and the grounds, lawns, sidewalks, and parking lots for such facilities (collectively "Facility" or "Facilities") and to participate in City sporting or athletic events and activities ("Programs"), Participant acknowledges and agrees as follows:

1. The Programs, related activities and events, and Participant's presence upon any Facility involves a risk of potential physical injury, death, psychological injury, and property damage or loss to Participant from various sources, including but not limited to slipping, tripping, falling, colliding with other participants, colliding with structures and objects, automobile collisions, theft, theft from vehicles, vandalism, and many other sources. Each Program presents its own peculiar risks which the Participant takes by participating in Programs at or upon a Facility.
2. The City and its officers, employees, agents, independent contractors, volunteers, sponsoring agencies, advertisers and any third-party owners of the facilities (collectively the "Released Parties") make no representations, promises or guarantees as to the quality, standard, or fitness of the Facility for any purpose whatsoever, including but not limited to walking, driving motor vehicles, parking, and Program activities and events.
3. The Released Parties make no representations, promises or guarantees as to the availability, sufficiency, quantity, quality, standard, or fitness of any safety measures that may or may not be present at the Facility, including but not limited to snow clearing, salting, and sanding of parking lots and sidewalks, traffic controls and parking lines, rules, instruction, equipment, personal protective equipment, warning signs, supervision, instruction, first aid, and other personnel and devices to promote safety, prevent injuries, or treat injuries.
4. The Released Parties do not assume or undertake any duty of care or safety toward Participant, including but not limited to any duty to prevent injury, death, or property damage or loss to Participant or to make the Facility reasonably safe for Participant's use. The Released Parties expressly disclaim any such duty. Participant is solely responsible for his or her own safety and care.
5. Participant freely and voluntarily assumes the risks of being present in the Facility, participating in the Program activities and events, and assumes full and sole responsibility for any physical injuries, psychological injuries, death, or property damage or loss to himself/herself or others that may result from Participant's presence in the Facility and participation in Program activities.
6. Participant shall remove himself/herself from any activities, situation, or objects that Participant perceives or believes to be dangerous. Participant shall comply with the rules of the Facility and any instructions given to the public in general or to Participant by any Facility staff or instructor. Participant shall take precautions for his or her own safety based upon any warnings given to the public in general or to Participant based on signs or warnings from Facility staff or instructors.
7. Participant forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against the Released Parties in any court or tribunal, based on contract, tort, statute, violation of civil rights, or any other legal theory, for any physical injury,

OFFICE USE ONLY: PARTICIPANT/TEAM NAME: _____ DATE SIGNED: _____

OFFICE INITIALS: _____

psychological injury, death, or property damage or loss that Participant may suffer, related to or caused by the Released Parties, other persons, the facility, or any object, thing, or activity in the Facility.

8. Participant shall not file, pursue or prosecute any suit, action or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on contract, tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Participant may suffer related to or caused by the Released Parties, other persons, the Facility, the Program, or any object, thing, or activity in the Facility.
9. Participant shall indemnify, defend and hold harmless the Released Parties against any liability for any damages, attorney's fees, and restitution that may be imposed by any court or tribunal in any suit, action or proceeding in law or equity filed by any person or entity based on contract, tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Participant may suffer, related to or caused by the Released Parties, other persons, the Facility, the Program, or any object, thing, or activity in the Facility.
10. Participant shall indemnify, defend and hold harmless the Released Parties against any liability for any damages, attorney's fees, and restitution that may be imposed by any court or tribunal in any suit, action or proceeding in law or equity filed by any person or entity based on contract, tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that any person may suffer, related to or caused by Participant or their organization through use of the Facility or the conducting of the Program.
11. This City of Pueblo Acknowledgement of Risk, Waiver and Release Agreement shall be binding on Participant and his or her heirs, personal representatives, executors, assigns, guardians, conservators, next friend, and attorneys, and shall remain in effect and be applicable to all injury, death, damage or loss arising from any occurrence or incident which occurs prior to cancellation by Participant in writing served upon the City by delivery of same to the Director of Parks, 800 Goodnight Avenue, Pueblo, Colorado, 81005.

I HAVE READ THE FOREGOING CITY OF PUEBLO ACKNOWLEDGEMENT OF RISK, WAIVER AND RELEASE AGREEMENT. I UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY COERCION OR INDUCEMENT OTHER THAN THE CONSIDERATION STATED IN THE AGREEMENT.

PARTICIPANT'S NAME (PLEASE PRINT)

PARTICIPANT'S AGE

PARTICIPANT'S SIGNATURE

DATE SIGNED

**WAIVER AND RELEASE AGREEMENT FOR MINORS
MULTIPLE PARTICIPANT SIGNATURE PAGE**

I HAVE READ THE FOREGOING CITY OF PUEBLO ACKNOWLEDGEMENT OF RISK, WAIVER AND RELEASE AGREEMENT. I UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING BELOW. I SIGN THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY COERCION OR INDUCEMENT, OTHER THAN THE CONSIDERATION STATED IN THE AGREEMENT.

ALL PLAYERS ON A TEAM AND OTHER PARTICIPANTS MUST SIGN THIS WAVER

TEAM NAME: _____ CAPTAIN: _____

[illegible]