

Pueblo Parks and Recreation Open Gym

ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE, COVENANT NOT TO SUE, INDEMNIFICATION, AND AGREEMENT

PLEASE READ THE ENTIRE AGREEMENT!

By signing this Acknowledgement, Assumption of Risk, Waiver, Release, Covenant Not to Sue, Indemnification, and Agreement, ("Agreement") you as the participant, or you as the parent or legal guardian of a participant who is under the age of 18 and on behalf of yourself and said Participant, (both of which will hereby be referenced as a "Participant") represent and warrant you are at least 18 years of age, have full authority to enter into this Agreement, and agree to the following.

In consideration of the City of Pueblo ("City") permitting Participant to be present at the El Centro Recreation Facility or other facilities, including but not limited to City owned or operated swimming pools, ice arena, tennis courts, ball fields, parks, and other recreation facilities utilized by City ("Facilities") and to participate in the El Centro del Quinto Sol Program and all other recreation programs, events, and activities ("Program"), you acknowledge and agree as follows:

- 1.** The Program, related activities, events, and Participant's presence in the Facilities may involve a risk of serious physical injury, death, psychological injury, and property damage or loss to Participant from various sources, including but not limited to drowning, slipping, tripping, falling, colliding with other participants, colliding with structures and objects, automobile collisions, theft, theft from vehicles, vandalism, and many other sources.
- 2.** The City and its officers, employees, agents, independent contractors, volunteers, sponsoring agencies, and advertisers ("Released Parties") make no representations, promises, or guarantees as to the quality, standard, or fitness of the Facilities for any purpose whatsoever, including but not limited to walking, running, driving motor vehicles, parking, swimming, skating, basketball, tennis, baseball and other 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 Facilities, including but not limited to snow clearing, salting, and sanding of parking lots and sidewalks, traffic controls and parking lines, rules, instruction, equipment, pads, glasses, 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, to make the Facilities reasonably safe for Participant's use, or to treat any injuries that Participant may suffer. 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 Facilities, 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 that may result from Participant's presence in the Facilities and participation in Program activities.
- 6.** Participant shall remove himself or herself from any activities, situation, or objects that Participant perceives or believes to be dangerous. Participant shall comply with the rules of the Facilities and any instructions given to the public in general or to Participant specifically 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, psychological injury, death, or property damage or loss that Participant may suffer, related to or caused by the Released Parties, other persons, the Facilities, or any object, thing, or activity in the Facilities.

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 Facilities, or any object, thing, or activity in the Facilities.

9. Participant shall indemnify, defend, and hold harmless the Released Parties against any liability for any damages, attorneys 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 Facilities, or any object, thing, or activity in the Facilities.

10. This Agreement shall be binding on Participant and his or her heirs, personal representatives, executors, assigns, guardians, conservators, and Participant's parent or legal guardian.

11. City Facilities are traditionally public spaces and participants entering such spaces have a limited right of privacy. Photos and videos are periodically taken of participants by City staff during events at such Facilities. By registering or participating in any Program, Participant consents and agrees to allow publication of any photo, video, or other likeness taken of Participant at any Program or in any Facility. Please be aware that photos and video footage are only for the City's use and may be used solely as the City deems necessary, including in the Parks and Recreation Department's publications and website. The City is not obligated to provide compensation to those photographed or recorded. All photos and recordings are the property of the City.

12. Participant acknowledges and agrees that all photos, recordings, and any other likenesses used by the City are for informational and educational purposes, for the dissemination of information regarding matters of public concern, are not being appropriated for the City's benefit, and any advertising or commercial value is incidental to use of the materials. Participant hereby expressly waives any damages caused by the City's use of such photos, recordings, or other likenesses.

13. COVID-19. COVID-19 is a highly communicable virus that can cause severe respiratory illness, sometimes leading to death. Please DO NOT enter City of Pueblo Facilities or participate in City Programs or activities if you or your child are feeling or showing symptoms of this or any other communicable disease. Federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of people to prevent the spread of COVID-19. Contracting COVID-19 can lead to severe illness, permanent disability, and death. Use of City facilities or participation in City programs or activities may increase the risk of you or your child contracting COVID-19. The City in no way warrants or agrees that you or your child will not be exposed to COVID-19, nor that infection will not occur through access to City facilities or participation in City programs or activities.

14. By entering this Agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risks to you and your child of exposure to or infection by COVID-19, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at City facilities, programs, and activities may result from the actions, omissions, or negligence of yourself and others, including but not limited to the Released Parties, volunteers, and program participants and their families, whether a COVID-19 infection occurs before, during, or after participation in any City facilities, programs, or activities.

15. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all the remaining provisions of this Agreement shall continue in full force and effect.

Open Gym

PARENT'S CONSENT TO PARTICIPANT ENTERING AGREEMENT AND PARENT'S OWN AGREEMENT:

If you are the parent or guardian of the Participant who is under the age of 18, by signing this agreement on behalf of said Participant and yourself, you also hereby state and agree as follows:

1. You have read the foregoing Agreement. You understand its terms and that by agreeing to the Agreement, you and your child are giving up substantial rights. Both you and your child enter into this Agreement without any coercion or inducement other than the consideration stated in this Agreement.

2. You specifically acknowledge and understand that your child may leave the Facilities at any time and without your presence and that by agreeing to this, any injury, death, or property damage or loss that you or your child may suffer which arises from or relates to your child leaving the Facilities even without your presence is covered by this Agreement.

3. You consent to yourself, and the Participant entering into the Agreement and believe that it is in the Participant's best interests to do so.

4. In consideration of the City permitting your child to be present in the Facilities and to participate in the Program and events, you voluntarily enter into the Agreement on your own behalf for any injuries, death, or property damage or loss that your or your child may suffer.

BY SIGNING THIS AGREEMENT, YOU AGREE THAT: (I) YOU HAVE READ THE FOREGOING ACKNOWLEDGEMENT, ASSUMPTION OF RISK, WAIVER, RELEASE, COVENANT NOT TO SUE, INDEMNIFICATION, AND AGREEMENT; (II) YOU UNDERSTAND ITS TERMS AND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT; AND (III) YOU ENTER INTO THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY COERCION OR INDUCEMENT OTHER THAN THE CONSIDERATION STATED IN THE AGREEMENT.

PARTICIPANT:

PARTICIPANT'S NAME (PLEASE PRINT)

PARTICIPANT'S AGE/GRADE

PARTICIPANT'S SIGNATURE

DATE SIGNED

IF PARTICIPANT IS A MINOR, PARENT'S CONSENT TO PARTICIPANT'S AGREEMENT:

PARENT OR GUARDIAN NAME (PLEASE PRINT)

DATE SIGNED

PARENT OR GUARDIAN SIGNATURE

EMAIL (optional)

EMERGENCY CONTACT INFORMATION

NAME

PHONE

RELATIONSHIP