



## City of Kyle

# Liability Waiver and Assumption of Risk

(PLEASE PRINT)

**Name of Participant:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_ **State:** \_\_\_\_ **Zip:** \_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Relationship to Participant:** \_\_\_\_\_

**Participant (Minor):** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Participant (Minor):** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Participant (Minor):** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

As a participant in, or user of, City of Kyle programs, activities, or facilities, you must carefully read and agree to the following:

1. I am in good physical health and able to tolerate, to the best of my knowledge, the physical strain that results from any exercise or physical activity in which I engage, without injuring myself or others. I understand that any physical activity may injure me slightly, seriously, or fatally, and that physical activity poses risks for those with coronary heart disease.
2. I understand that I should consult a physician(s) concerning the risks of any physical activity in which I engage, and that the City of Kyle ("City"), which includes all departments, does not provide medical advice, medical assistance, or medical insurance. If I need medical treatment as a result of my participation in or use of the City premises, facilities, equipment, services, activities, products, or other programs of any kind, whether available indoors or outdoors ("Recreational Services"), I agree to be financially responsible for any costs incurred as a result of such treatment.
3. I understand that it is important to discuss any physical limitations we have with the instructor, trainer or staff involved in helping us meet our fitness goals. I agree to wear all required safety gear and to follow the instructor's guidelines and all City, program, and/or facility rules.

4. **AWARENESS OF RISK.** I acknowledge that I have been warned of the specific Risks of Injury involved in the activity in which I will participate, and that I have had an opportunity to ask questions regarding that activity.

5. **TRANSPORTATION.** I understand that transportation, whether by vehicle, foot, or otherwise, carries Risks of Injury. I voluntarily authorize the City to provide transportation to me or any minors in my custody in providing Recreational Services.

6. **ASSUMPTION OF RISK.** I understand that there are inherent dangers, hazards, damages, and risks of injury (including, but not limited to, death) (“Risks of Injury”) in the use of the City’s Recreational Services, and that certain activities, including but not limited to activities involving animals, nature, or other elements outside the City’s control, carry a heightened Risk of Injury. I UNDERSTAND THAT THE RISK OF INJURY FROM USING THE CITY’S RECREATIONAL SERVICES MAY BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, INCLUDING THE CITY’S GROSS NEGLIGENCE. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.

7. **WAIVER OF LIABILITY.** I hereby voluntarily and FOREVER RELEASE and discharge the City from, covenant and agree not to sue the City for, and WAIVE, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, “Claims”) for any injuries to me and any minors in my custody or care that result during use of or participation in the City’s Recreational Services, including but not limited to any Claims that arise out of, result from, or are caused by any NEGLIGENCE OF, INCLUDING GROSS NEGLIGENCE, the City, me, any minors, any other participants in the City’s Recreational Services (collectively, “Negligence Claims”).

a. Negligence Claims. I understand that Negligence Claims include but are not limited to the City’s (1) negligent design, construction (including renovation and alteration), repair maintenance, operation, supervision, monitoring, or provision of City Premises and Services; (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision or failure to provide emergency care; (5) negligent provision of services or instruction; and (6) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; or (7) other negligent act(s) or omission(s), INCLUDING GROSS NEGLIGENCE.

b. Fees and Costs. I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against the City and/or breach my agreement not to sue the City, I will pay all reasonable fees (including attorneys’ fees), costs and expenses incurred by the City (“the City’s Fees and Costs”) to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s).

8. **PARENT OR GUARDIAN AGREEMENT.** I am the parent or legal guardian of the Participant. I have read this document, and I am signing it freely. I understand the legal consequences of signing this document, including (a) releasing the City from all liability on my and the Participant’s behalf, (b) waiving my and the Participants’ right to sue, (c) and assuming all risks of Participant’s participation in this Activity, including travel to and from the Recreational Services (including air travel) or any events incidental to them. I allow the Participant to

participate in this Activity. I understand that I am responsible for the obligations and acts of the Participant as described in this agreement, and represent that I have the right and authority to make decisions concerning the care, custody and control of each minor, including but not limited to the right and authority to execute this agreement on the minor's behalf. By signing this agreement, I am binding the minor to its terms, including but not limited to the ASSUMPTION OF RISK and WAIVER OF LIABILITY provisions. I agree to be bound by the terms of this document. I understand that it is not the City's duty or responsibility to continually supervise and prevent injury for any minors in my custody or care.

**9. PHOTOGRAPH RELEASE.** In consideration of being allowed to participate in any Recreational Services, I hereby consent to then photo publication and use of my child's name and/or my child's likeness ("Likeness") for the purpose of promotion, publicity, advertising, or other manner or media by the City of Kyle ("City"), Parks and Recreation Department, or any other representative authorized to act on behalf of the aforementioned entity. Likeness shall include, but not be limited to, photographs, sound and/or video recordings, films, broadcasts, brochures, publications, reports, web pages, promotional materials or any other audio-visual, electronic, printed, tangible work in any media or format, now known or hereafter to become known, and/or reproductions of any of these. I agree that the actual material involved is and shall continue to be the property of the City and that neither I, nor my child, shall have any right of review or approval regarding the use of my child's name and/or Likeness in such material.

I have read and understood all terms and conditions of this agreement, including specifically the assumption of risk and waiver of liability provisions under which I am relinquishing legal rights, and I am signing it freely. Therefore, I knowingly and expressly forever waive and release all Claims I or any minors in my custody or care may have against the City that result from the Recreational Services. I agree to defend, indemnify, and hold harmless the City, its employee(s), agent(s), representative(s), volunteer(s), and assigns for any and all injuries, harm, or damage, whether to myself, minors in my custody or care, or property, that result through participation in the City's Recreational Services.

**Participant Name (print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*(If participant is under 18)*

**Name of Parent/Guardian of Participant (print):** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*If you have any questions or concerns, please contact City of Kyle Parks and Recreation at 512-262-3939, 700 Lehman Road, Kyle Texas 78640.*