

# City of Holton Parks and Recreation

## AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY

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

### READ BEFORE SIGNING

In consideration of being allowed to participate in sports activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence **The City of Holton** and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees", on behalf of myself and my children, parents, heirs assigns, personal representative and estate, and also agree as follows: athletic sports programs, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1 I acknowledge that participating in sports activities involves known and unanticipated risks, which could result in physical or emotional injury, paralysis, or permanent disability, death, and property damage.
- 2 My child's participation in this activity is purely voluntary and I elect for him/her to participate despite the risks. In addition, if at any time I believe the event conditions are unsafe or that my child unable to participate due to physical or medical conditions, then I will immediately discontinue his/her participation.
- 3 I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my child's participation in this activity, or his/her use of the equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 4 I represent that I have adequate insurance to cover any injury or damage my child may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself.
- 5 In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
- 6 I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I agree that if my child is hurt or my property is damaged during participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim of negligence.**

**I have read and understood this document and agree to be bound by its terms.**

\_\_\_\_\_  
(Parent/Guardian Signature)

\_\_\_\_\_  
DATE

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**Verification and Notarization**

STATE OF KANSAS, COUNTY OF JACKSON, I \_\_\_\_\_, (Parent or Guardian) of understand that if a serious illness or injury develops, medical and/or hospital care will be given: however the City of Holton and USD 336 are not responsible in case of accidental injury or illness. I further understand that, in case of medical emergency, we will be notified. In the event I cannot be reached, I hereby give permission to a designated member of the City of Holton Parks and Recreation Program, or attending physician to hospitalize, secure proper treatment for, and order injections, anesthesia, or surgery for my child as named on this Health Certificate and do solemnly swear or affirm that the information set forth in the Health Certificate is true and correct to the best of my knowledge and belief.

Parent/Guardian signature \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_