



CARSON CITY ▪ NEVADA
Consolidated Municipality and State Capital
Parks, Recreation & Open Space

3303 Butti Way #9, Carson City, Nevada, 89701

775-887-2262

CAPITAL KIDS BEFORE AND AFTER SCHOOL PROGRAM LIABILITY WAIVER

THIS FORM MUST BE COMPLETED, SIGNED AND GIVEN TO THE CARSON CITY PARKS, RECREATION & OPEN SPACE DEPARTMENT ("CCPROS") PRIOR TO PARTICIPATION IN THE PROGRAM. A SEPARATE WAIVER MUST BE RECEIVED FOR EACH CHILD PARTICIPATING IN THE PROGRAM.

WAIVER: In consideration for the permission granted to my child (named printed below) to participate in the Capital Kids Before and After School Program ("Activity"), I, for myself and my participating child, my heirs, executors, administrators, personal representatives or assigns, **do hereby release, waive, discharge and covenant not to sue** Carson City or CCPROS or any of their officers, employees, volunteers and agents from liability from **any and all claims, including, without limitation, the negligence of such officers, employees, agents, or volunteers, or course instructors, or any other Activity participants**, resulting in property damage or personal injury, accident, illness or death relating to or arising from my child's participation in this Activity, including travel to and from any events related to the Activity. I acknowledge that field trips may be taken during the Activity and I give my permission for my child to attend all field trips, including transportation to and from the Activity.

ASSUMPTION OF RISKS: I fully understand and accept that my child's participation in this Activity will carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid property damage and bodily injuries, including, without limitation, scratches, bruises, strains, fractures, concussions, disease, loss of sight, partial and total paralysis or disability, death and other ailments that may lead to serious injuries. I further understand that these risks and dangers may be caused wholly or in part by the negligent acts or omissions of Carson City, CCPROS, or any of their officers, employees, agents, or volunteers, or by the negligence of Activity participants or other persons or by accidents, breaches of contract, the forces of nature and other causes that are both foreseeable and unforeseeable. **I have carefully read this paragraph and hereby assert that my child's participation in this Activity is completely voluntary and that I knowingly assume all risks on behalf of myself and my child.**

INDEMNIFICATION AND HOLD HARMLESS: I hereby agree to **indemnify, defend and hold harmless** Carson City, CCPROS, and any of their officers, employees, agents, and volunteers from any and all claims, actions, suits, demands, procedures, costs, damages and liabilities, including without limitation, attorney's fees, arising from or relating to my child's conduct as participant in this activity and to provide them reimbursement as necessary and appropriate.

ACKNOWLEDGEMENTS: I acknowledge that CCPROS does not provide accident insurance to its program participants. I certify that, to the best of my knowledge, my child or ward is physically fit and able to participate in the Activity and should this condition change, I will notify CCPROS immediately. I grant permission to Carson City and CCPROS and its employees to take photographs, video and audio of my child in connection with the Activity for promotional purposes. I authorize Carson City and CCPROS to use and publish the same in print and electronically for an indefinite period of time.

SEVERABILITY: I understand and expressly agree that this waiver of liability, assumption of risk and indemnity agreement is intended to be as broad and inclusive as may be permitted under the laws of the State of Nevada and that if any portion of this waiver form is held invalid and unenforceable, all other portions not held to be invalid and unenforceable continue to be in full force and legal effect and binding upon me.

ACKNOWLEDGEMENT OF UNDERSTANDING: *I have read every part of this waiver form and I fully understand its terms and conditions. I further understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend by my signature for this document to be a complete and unconditional release of any and all liability to the greatest extent allowed by law.*

PARTICIPANT:

PARENT OR GUARDIAN OF PARTICIPANT:

Printed Name of Child

Signature

Date

Age / Date of Birth

Printed Name

Relationship