



BYERS PARK & RECREATION DISTRICT PARTICIPATION, ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNIFICATION WAIVER

FOR THE FOLLOWING ACTIVITY: _____

PARTICIPANT 'S NAME: _____

ADDRESS / CITY / ZIP: _____

EMAIL ADDRESS: _____

CELL PHONE: _____ CELL PHONE COMPANY: _____

EMERGENCY CONTACT: _____ EMERGENCY PHONE: _____

The Participant having and recognizing the risks inherent in participating in the above-described activity, state that Participant understands such activity involves exercise or physical exertion of varying degrees of difficulty, which may be strenuous, and taxing both physically and mentally. Participant further understands that by participating in the activity, the Participant or person acting by and through the Participant, run the risk of physical injury or illness, both internal and external, temporary and permanent, from such activity or from use of the facilities in any manner and may run the risk of developing mental stress.

Fully understanding these risks, Participant and those acting through Participant, including minors and children, agree to assume all such risks of injury or illness, reasonable or otherwise, which may result from such participation in the physical activity through use of the facilities owned by the District. Participant hereby fully releases the District, its agents, servants, officers and employees from, and hereby knowingly waive all claims for injury or illness, (including death) or damage sustained by me or my child, which may result directly or indirectly from participation in the subject physical activity, named above.

Participant further expressly agrees on Participant's behalf and those acting through Participant, including minors and children, to indemnify, defend and hold harmless the District, its agents, servants, officers and employees and each of them, from and against any and all claims for the injuries, liabilities, including reasonable attorneys' fees, or illnesses to me or my child or any and all other persons, arising from my participation or the participation of my child in the subject physical activity from use of such facilities in any manner. This full indemnification extends, as well, to any adult acting as guardian or in any other legal capacity on behalf of such child.

Participant hereby warrants to have read the foregoing, fully understand same and knowingly and willingly agree to all such terms, and acknowledge such terms are contractual in nature and further acknowledge and warrant that I have legal authority to execute this document on behalf of Participant and fully bind Participant and all persons acting through Participant and legal representatives, to all terms hereof, to the fullest extent possible under the laws of the State of Colorado, and that the Assumption of Risk, Release, Waiver and Indemnification shall be liberally construed in favor of the District, its agents, servants, officers and employees. **IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT, DO NOT SIGN IT!** The foregoing Assumption of Risk, Release, Waiver and Indemnification was read, understood and agreed to, by the undersigned this.

Date: _____, 20___. Signed By: _____
Participant

Date: _____, 20___. Signed By: _____
Parent or Guardian

Date: _____, 20___. Signed By: _____
Parent or Guardian

NOTES: _____