

**GEORGETOWN PARKS AND RECREATION**

**VOLUNTARY RELEASE, MEDICAL RELEASE/PERMISSION, PHOTO RELEASE, SITE CONFIDENTIALITY, ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS INDEMNIFICATION AGREEMENT**

I, or \_\_\_\_\_ (*parent for minor*), the legal parent and/or guardian

of and on behalf of \_\_\_\_\_ (*minor*), a minor, ("PARTICIPANT"), for and in consideration of the privilege of participating in the City of Georgetown Parks and Recreation Challenge Course ("PROGRAM") and recognizing that these activities involve certain inherent dangers, do hereby agree to assume all risks attendant to such activity, including, but not limited to, motor vehicle accidents and/or pedestrian accidents on either public or private property, and do for myself, for and with my heirs, hereby agree to waive all claims against and release, indemnify, defend and hold harmless the CITY OF GEORGETOWN, all of its officers, employees, agents and representatives, ("CITY") in both their public and private capacities, from and against any and all liability, claims, suits, losses, damages and causes of action, including all expenses of litigation and/or settlement for death, injury to, or death of any person, or for loss of, damage to, or loss of use of any property arising out of or in connection with participation in the PROGRAM.

Such indemnity shall apply regardless of cause or of any fault or negligence of the CITY. It is the express intention of the parties hereto, both participant and the CITY, that the indemnity provided for in this paragraph is indemnity by the participant to indemnify and protect the CITY, from the consequences of the CITY's own negligence or participant's own negligence, whether that negligence is the sole or concurring cause of any injury, death, or damage.

I certify that PARTICIPANT has not been advised by a health care professional that PARTICIPANT should not participate in the PROGRAM or other similar physical activities. In the event PARTICIPANT is injured as a result of his/her participation in the PROGRAM, and it becomes necessary that he/she receive medical treatment, I expressly release the CITY and waive any and all claims against the CITY for any and all liability incurred as a result of the medical treatment received. This release and waiver expressly includes all costs of emergency care and/or transportation. I grant permission for any emergency medical treatment, operation, or anesthesia that might become necessary.

I authorize the CITY to transport PARTICIPANT during the course of the PROGRAM.

I authorize the CITY to use PARTICIPANT's photograph for promotional and/or commercial purposes, including, but not limited to, brochures, newsletters, websites, and television media. I release the CITY, from any liability for use of PARTICIPANT's picture.

I agree that PARTICIPANT will keep strict confidentiality of the location and ownership of certain cliffs, caves or climbing areas utilized for the recreation and educational purposes of this PROGRAM. The location and ownership of these sites will not be discussed, published, broadcasted, or in any way disseminated to persons or organizations not associated with the landowners, managers and the Adventure Coordinator. I agree that PARTICIPANT will not attempt to return to the training sites outside of a Georgetown Parks and Recreation Course without the consent of the landowner and/or manager. Any breach in this confidentiality could result in legal action against PARTICIPANT, by the landowners and/or managers.

I expressly agree that this waiver of liability, release, indemnification and hold harmless agreement is intended to be as broad and as inclusive as is permitted by the laws of the State of Texas, and that if any portion, word, term, phrase, clause or paragraph of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

It is further agreed that the execution of this waiver of liability, release indemnification and hold harmless agreement will not constitute a waiver by the CITY of the defense of governmental immunity where applicable, or any other defense recognized by federal or state courts.

I have read this waiver of liability, release, indemnification and hold harmless agreement and understand all of its terms. I am aware of the risks associated with participation in the PROGRAM and execute this document voluntarily and with full knowledge of its significance.

Parent / Guardian PRINT NAME: \_\_\_\_\_ Participant PRINT NAME: \_\_\_\_\_

Parent / Guardian - SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

## PARTICIPANT HISTORY

### A. Participant Information

Name \_\_\_\_\_ Birthday \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Parent / Guardian \_\_\_\_\_ Email \_\_\_\_\_

Work Phone \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

### B. Medical History (Check all that apply)

- |  |  |                                      |                                    |
|--|--|--------------------------------------|------------------------------------|
| <input type="checkbox"/> Back Problems       | <input type="checkbox"/> Heart Condition       | <input type="checkbox"/> Hay Fever   | <input type="checkbox"/> Dizziness |
| <input type="checkbox"/> High Blood Pressure | <input type="checkbox"/> Joint Problems        | <input type="checkbox"/> Diabetes    | <input type="checkbox"/> Asthma    |
| <input type="checkbox"/> Current Pregnancy   | <input type="checkbox"/> Chronic Stomach Upset | <input type="checkbox"/> Other _____ |                                    |

Previous operations or serious illness \_\_\_\_\_

Current medications \_\_\_\_\_

Do you have any special needs we should be aware of? \_\_\_\_\_

\_\_\_\_\_

### Allergies

Food \_\_\_\_\_ Insect bites/stings \_\_\_\_\_

Drugs \_\_\_\_\_ Poison Ivy / Plants \_\_\_\_\_

Other \_\_\_\_\_

### C. Contacts

Emergency Contact 1 \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact 2 \_\_\_\_\_ Phone \_\_\_\_\_

Primary Care Physician \_\_\_\_\_ Phone \_\_\_\_\_

Insurance Provider \_\_\_\_\_ Phone \_\_\_\_\_