

**2019 FALL/ 2020 WINTER CAMP LIABILITY & POLICY AGREEMENT      GEORGETOWN PARKS AND RECREATION**

**Camper Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

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

I, the legal parent and/or guardian of and on behalf of "PARTICIPANT", for and in consideration of the privilege of participating in the City of Georgetown Parks and Recreation Camp Program ("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 their participation in the PROGRAM, and it becomes necessary that they 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 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.

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**REGISTRATION FEES AND AGREEMENT**

Full refunds will only be given if notice is received 7 or more days prior to the start of camp or a departmental cancellation. Due to staffing requirements, a partial refund, minus \$15 nonrefundable processing charge, will be given with less than 7 days' notice. Fees will not be prorated for partial attendance.

I have read the Registration Fees and Agreement and I understand these policies.

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CAMP BEHAVIOR POLICY**

Campers must abide by all camp rules while at camp. Failure to follow camp rules will result in disciplinary action as camp staff deems necessary, up to and including expulsion from camp for the remainder of the year without refund. I understand and agree to the camp behavior policy.

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*\*The programs operated by the City of Georgetown Parks and Recreation are recreational in nature and are not state-licensed child care programs.*