CITY OF KEENE – RELEASE OF LIABILITY

Please CAREFULLY READ this RELEASE OF LIABILITY.

The City of Keene (“City”), through its Department of Parks, Recreation and Cemeteries (“KPRD”) organizes Youth Sports Programs, functions and other activities (“collectively Activity”).

In consideration of participating in the Activity, the Participant:

1. Releases, waives, discharges and covenants not to sue the City, its officers, employees, agents, contractors, representatives and affiliates (hereinafter collectively “Releasee”) from any and all liability to the Participant, and his/her representatives, heirs, and successors in interest (hereinafter “Participant”) for any and all l claims, demands, costs or expenses therefore, including attorneys’ fees, related to or arising from any personal injury to the Participant or to property of the Participant, whether caused by the negligence of the Releasee or otherwise while the Participant is participating in the Activity.

2. Agrees to indemnify and save and hold harmless the Releasee from any loss, injury, liability, claim, damage, cost or expense it may incur, including attorneys’ fees, due to Participant the entry into and the Participant’s use and enjoyment of, the Keene Recreation Center or any other location of an Activity, whether caused by the negligence of the Releasee or otherwise.

3. Assumes full responsibility for and risk of bodily injury or property damage, including but not limited to death, paralysis, brain injury, heart attack, stroke, aneurysm, broken bones, torn tendons or ligaments, torn muscles, spinal injury, damage to organs, disease, infection and any other physical or emotional injury, medical or psychiatric condition or complication of any kind whatsoever, due to any cause, including the negligence of Releasee or otherwise, arising from or related to participation in the Activity.

4. Represents and warrants: (a) that he/she acknowledges that participation in the Activity may be dangerous and may involves inherent risk of serious bodily and psychiatric injury, death and property damage; (b) that some of the risks of harm include, but are not limited to, physical activity, equipment failure, equipment maintenance or lack thereof, equipment defects, slippery surfaces, obstacles which might cause trip and falls, pre-existing health problems, carelessness and negligence of Releasee; (c) that the Participant has read this Release of Liability carefully and had an opportunity to review it with legal counsel; and (d) that the Participant is in good health and has no physical condition that prevents them from participating in the Activity.

5. Authorizes the Director KPRD, KPRD staff and volunteers (“Staff”), to do all things reasonably necessary to act in any emergency requiring immediate medical attention as determined by Staff in their sole discretion, including emergency transport to an appropriate medical facility.

6. Authorizes the KPRD to reasonable use of any and all images and statements of/by/about the Participant during any part of the KPRD program for promotional purposes.

7. All parties using KPRD facilities shall possess any and all licenses, rights, or other permission required by law for such use, and shall prevent infringement of and/or the unauthorized use of any trademarks, copyrights, and/or other intellectual property rights. Moreover, in consideration for granting permission to use the KPRD facilities, the Participant and his/her/its respective successors and assignees covenants and agrees to indemnify and hold harmless the City of Keene, its officers, agents, and employees, from and against any and all claims, damages, costs, losses, expenses, and fees, including but not limited to reasonable attorneys’ fees, it may suffer as a result of any and all claims, demands, costs, liability, or judgments against it for alleged infringement and/or unauthorized use of any trademarks, copyrights, and/or other intellectual property rights arising from or related to the user’s use of the facilities.

8. Certifies that I have read the Release of Liability, and understand the intent of the KPRD Activity and will cooperate fully with the Recreation Department and the Playground Staff.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Activity:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Participant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent or Legal Guardian

(If Participant is under the age of 18)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address City/Town State

Email (optional)