

## RELEASE FORM – TOW RECREATION ACTIVITIES

\_\_\_\_\_*(name of participant* **does hereby covenant and agree to release and hold harmless** the Town of Webb from and against any and all liability, loss, damages, claims, or actions (including costs and attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out participation in any/all Town of Webb activities.

I understand participation in any/all activities involves rigorous physical activity and risks of physical injury, and I assume these risks. I hereby consent to emergency transportation and treatment in the event of illness or injury. I hereby accept responsibility for the payment of any emergency transportation or treatment.

I further certify that I am in good physical condition, and I have no medical or physical conditions that would restrict my participation in this event. I have checked with my physician before participating in any activity. I understand that these activities can result in serious injury, death, illness, and loss of any kind. I understand that such risk cannot be eliminated without jeopardizing the essential qualities of the Activity. I promise to accept and assume all of the risk and responsibilities for loss of any kind, injury, death, and illness to myself and the participant(s) undersigned on the Town of Webb premises, including those that may arise out of negligence of other participants. I also hereby agree to indemnify, hold harmless and defend Town of Webb their employees and agents from any and all claims resulting from injuries, including death, damages and loss sustained by anyone, which arise out of or are in any way associated with my conduct or the conduct of those individuals participating under my supervision and/or the activities of the facility, I acknowledge that myself and the participant(s) undersigned may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurers. I represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expenses.

I am aware that there are age and weight limits of certain activities for the safety of different age groups of participants at Town of Webb.

In consideration of Town of Webb allowing my participation and the participation of the undersigned, I, for myself and the participant(s) undersigned and/or legal ward, heirs, administrators, personal representatives, or assigns hereby voluntarily **release**, waive, and forever discharge and covenant not to sue Town of Webb and its employees, officers, and all other persons or entities acting on its behalf.

I understand the effect of this **waiver** and acceptance of risk on my legal rights. By signing this release of liability agreement and participating at Town of Webb property, it is my intention to assume all risk of injury and I for myself and the participant(s) undersigned. I hereby fully and forever release and discharge indemnify and hold harmless Town of Webb, its employees, the property and/or all other persons or entities acting on its behalf from any and all liabilities, claims, demands, damages, rights of action, suits or causes of action present or future, whether they be known or unknown, anticipated or unanticipated, resulting from or arising in any way out of my use or intended use of said premises, facilities or equipment to the fullest extent permitted by law. **I fully and forever release and discharge the released parties and their employees and Town of Webb from any and all negligent acts and omissions** in the same, and intend to be legally bound by this **release** to the fullest extent permitted by law.

I HAVE READ THE ABOVE MEDICAL PERMISSION AUTHORIZATION AND BY SIGNING IT AGREE THAT IT IS MY INTENTION TO EXEMPT (sic) AND RELIEVE Town of Webb FROM ALL **LIABILITY** ARISING AS THE RESULT OF THIS MEDICAL AUTHORIZATION

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND TOWN OF WEBB HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**\*\*Please Fill-Out Front and Back\*\***

By signing this you are also giving permission for any photos that are taken of me in this activity can be used in a variety of media.

**Please sign your first and last name below and make it legible.**

\_\_\_\_\_  
*PRINTED NAME OF PARTICIPANT*

\_\_\_\_\_  
*SIGNATURE OF PARTICIPANT*

\_\_\_\_\_  
*DATE OF SIGNATURE*

\_\_\_\_\_  
*PRINTED NAME OF PARTICIPANT UNDER 18*

\_\_\_\_\_  
*PRINTED NAME OF LEGAL GUARDIAN SIGNING FOR THE ABOVE PARTICIPANT*

\_\_\_\_\_  
*SIGNATURE OF LEGAL GUARDIAN*

\_\_\_\_\_  
*DATE OF SIGNATURE OF LEGAL GUARDIAN*

THANK YOU.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT HANNAH WHEATON, RECREATION MANAGER AT  
TOWRECREATION@TOWNOFWEBBNY.GOV

**\*\*Please Fill-Out Front and Back\*\***