

CITY OF PHOENIX – WAIVER AND RELEASE OF CLAIMS

Name of Activity Here: _____ Includes Motor Vehicle Transportation

Please Read Carefully

In exchange for me or my child being allowed to participate in the above listed activity, I hereby for myself, my child, my heirs and assigns, agree to waive, release and forever discharge any and all claims, rights and causes of action against the City of Phoenix, its officers, officials, employees, agents and volunteers (the "City"), for injury or damage caused or alleged to be caused in whole or in part by the negligence of the City. I understand that this means that I will not make any claims against or sue the City of Phoenix, its agents or employees, for injuries or damage sustained by me or my child. I recognize that this means I will not recover any money from the City of Phoenix, its agents or employees, for injuries or damage sustained by me or my child.

I recognize that the negligence of the City of Phoenix may include, but is not limited to, acts or failure to act regarding facilities and equipment maintenance, field design, construction, instructions of City personnel, interpretation and enforcement of rules, provision of medical or emergency medical assistance, inattention, and supervision of participants and their surrounding environment.

I recognize that injuries and damage may be caused by any of the following: falling; tripping; being pushed; running; sliding; exposure to bodily fluids, infection or disease; bodily reactions to insect or animal bites, food or materials used in the activity; striking or being struck by another individual; equipment used in the activity; a condition of the land or building where the activity is located; drowning; criminal acts of known or unknown persons; an error in administering first aid; or by a motor vehicle accident; and other similar acts, incidents or conditions.

The type of injuries may range from minor injuries and fractures to paralysis, brain damage and death.

I understand and expressly agree that this waiver and release of all claims is intended to be as broad and inclusive as permitted by the laws of Arizona. If any portion of this waiver is held invalid, I agree that the remainder shall continue in full force and effect.

Also, and in addition to the above waiver and release. I understand and voluntarily assume all risks associated with my child's or my own participation in this activity. I (or my child) am physically capable of participating in this activity. I (or my child) have the necessary degree of skill, training, experience or ability to participate at the level I choose. I do not expect the City to coach, manage, instruct or train me (or my child). I understand that the City does not carry insurance to cover participants, and that there would be a increase in the activity fee if the City were to provide insurance.

I state that I have carefully read and fully understand the meaning of this waiver and release of all claims, and that I have voluntarily signed below.

Print/Type Participant Name

Today's Date

Participant's Address

Participant's Signature

TO BE COMPLETED IF PARTICIPANT IS UNDER THE AGE OF EIGHTEEN (18) YEARS:

I am the parent, legal guardian or custodian of the child identified above. I understand and agree to the above waiver and release of all claims, and agree to be bound by its terms, for myself and on behalf of the claim named below, and our heirs and assigns.

Child's Date of Birth

Today's Date

Print/Type Parent/Guardian's Name

Parent/Guardian's Signature