

TEAM LIABILITY/WIAVER CONSENT FORM

TEAM NAME: _____

Release:

WAIVER AND RELEASE OF ALL CLAIMS: I have read this form carefully, and am aware that by registering and participating in, or registering myself or my minor child for the recreational program (hereinafter referred to as "the program") as permitted by the City of North Tonawanda and the Department of Youth, Recreation and Parks, their agents, officers, participants, consultants, employees and all persons or entities in any capacity on their behalf (hereinafter referred to as "The City"), to participate in its activities and use its equipment and facilities, I now agree to release and discharge The City, on behalf of myself, my child, assigns, personal representatives and estate as follows:

1. I hereby acknowledge that The Program entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, my child, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. In an effort to minimize those risks, I agree to that the activity participant wear protective gear if needed when involved in The Program.

THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO:

- (1) Nature of the activity
- (2) Latent or apparent defects or conditions in equipment or property supplied by The City, or other persons or entity.
- (3) Use of property by myself, others or equipment supplied by The City.
- (4) Acts of other participants in this activity, employees or agents of The City.
- (5) My own physical condition or acts or omissions.
- (6) Conditions of The City facility and surrounding grounds or terrain and accidents connected with their use.
- (7) First Aid emergency treatment or other services.

2. I expressly agree and promise to accept and assume all risks associated with this activity. My participating or allowing my child to participate in this activity is purely voluntary and I elect to allow this participation despite these risks.

3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless The City, from any and all claims, demands, or causes or action which are in any way associated with this activity or use of City equipment or facilities, including but not limited to any such claims which allege negligent acts or omissions of The City.

4. Should The City, or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to defend, indemnify and hold harmless The City or any such person from all such fees and costs.

5. I hereby state that I will bear the cost of any injury or damage that I or my child may cause or suffer while participating. I further certify that the activity participant has no medical or physical conditions which would or could interfere with safety in this activity or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly by such condition.

As a Parent and as an Athlete it is important to recognize the signs, symptoms, and behaviors of concussions. By signing this form, I am stating that I understand the importance of recognizing and responding to the signs, symptoms, and behaviors of a concussion or head injury.

I have read the and understand what a concussion is (<https://www.cdc.gov/headsup/index.html>) and how it may be caused. I also understand the common signs, symptoms, and behaviors. I agree that my child must be removed from practice/play if a concussion is suspected.

I understand that it is my responsibility to seek medical treatment if suspected concussion is reported to me.

I understand that my child cannot return to practice/play until providing written clearance from an appropriate health care provider to his/her coach.

I understand the possible consequences of my child returning to practice/play too soon.

Photography Policy

The North Tonawanda Department of Youth Recreation & Parks uses pictures of participants in its programs and special events to inform others of the many recreational opportunities available. Names and/or pictures and videos of participants in our program may be made available to the public via on line websites, brochures, posters etc.

I hereby give consent to The City to utilize pictures, videos and/or name identification for purposes listed in the above mentioned Photography Policy.

