



WAIVER AND RELEASE

ACTIVE LEARNING & LIVING OUTDOORS PROGRAMS

In consideration for being able to participate in programs, trips, activities and events coordinated, sponsored or affiliated with the Parks, Recreation and Tourism Department of the City of Rock Hill, its employees, agents, sponsors, organizers and event holders (collectively the "City"), and to use all associated facilities and services, the participant on behalf of myself, my heirs, assigns, legal representatives and as legal guardian of any participant or volunteer (collectively "Participant"), agrees to the following terms and conditions ("Agreement"):

1. Acknowledgment and Assumption of Risk. Participant acknowledges that Active Learning & Living Outdoors programs including but not limited to field trips, cycling, kayaking, adventure races, rock climbing, hiking, river safety and rescue clinics (collectively, "Programs") may include an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss and Participant freely assumes the risk of any and all injuries that Participant may sustain. The risks include, but are not limited to, those caused by water, terrain, facilities, temperature, weather, my conditioning and hydration, the condition of other participants, equipment, vehicular traffic, and the actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and/or event monitors, and/or producers of the event. These risks are not only inherent to participants, but are also present for volunteers and anyone else desiring to participate in activities or events. Participant hereby acknowledges, recognizes and assumes all of the risks of participating and/or volunteering in activities and events at, or related to, the Programs. Participant realizes that his/her injury, death or property loss may arise from negligence or carelessness on the part of the City from or related to dangerous or defective equipment, property owned, maintained or controlled by the City or because of any other actions, inactions, carelessness, recklessness or negligence on the part of the City or other participants. Participant accepts responsibility for the condition and adequacy of Participant's equipment if and when used. Participant hereby represents that Participant will wear a helmet when required by the City and assumes the risk if wearing a helmet is optional and Participant chooses not to wear a helmet. Participant further assumes all responsibility of liability of the selection of such helmet. Participant understands that the City does not carry insurance to cover all or some of Participant's potential damage or injury and Participant understands that he or she will need to have his or her own insurance coverage in case of any injuries. Participant acknowledges this agreement form will be used by event holders, sponsors, and organizers, for events in which Participant may participate and that it will govern Participant's actions and responsibilities at said events.

2. Certification of Fitness and Compliance with Rules. Participant certifies that Participant has sufficiently trained or is otherwise physically fit to be a participant in the Programs and perform any and all of Participant's duties, whatever they may be, and that Participant has not been advised of any unfitness to do so by a qualified medical person. Any Participant with severe allergies or pertinent medical concerns that could affect participation must inform City staff, bring their own required medication, and be able to self-administer their medications. Participant hereby agrees to abide by any rules or guidelines set forth by the City related to the Programs.

3. Release of Liability and Indemnification. Participant hereby waives, releases, and discharges, on behalf of Participant and Participant's executors, administrators, heirs, next of kin, successors, and assigns, the City, its council members, employees, instructors, volunteers, agents, event holders, event promoters, event sponsors, event volunteers, event permit grantors, event property owners, and event participants (collectively "the Releasees"), from any and all liability for Participant's death, disability, personal injury, property damage, property theft, lost income, or any other losses, costs, or actions of any kind whatsoever, which hereafter may directly or indirectly accrue to Participant by virtue of Participant's participation in the Programs, Participant's volunteering for the Programs, or Participant's travel to or from any activity or event at or related to the Programs, due to the negligence, carelessness, or recklessness of the Releasees or due to any dangerous or defective equipment or property that is owned or that is negligently, carelessly, or recklessly maintained, operated or controlled by the Releasees. Participant hereby agrees to indemnify and hold the Releasees harmless from and against any and all liability, loss, damage or injury as well as all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by Releasees, to the extent arising from any of Participant's actions whatsoever whether now or in the future, including but not limited to negligent, intentional or reckless misconduct, acts or omissions.

4. Medical Treatment. In the event of an injury, accident, or illness, Participant hereby consents to receive medical treatment which may be considered necessary or advisable in the judgment of a licensed physician or medically trained personnel.

5. Use of Likeness. Participant understands that Participant may be photographed at events and/or related activities held at or related to the Programs. Participant agrees to allow the City, event holders, producers, sponsors, organizers, and their assigns, without charge, to use Participant's photo, video, or film likeness for any purpose.

6. **Use of Equipment.** Participant understands that Participant may be permitted to borrow kayaks, life jackets, bicycles, rock climbing equipment, helmets and other equipment from the City for use in activities and events at or related to the Programs (collectively "Equipment"). While a nominal fee may be charged to cover certain expenses to cover Equipment purchase or maintenance, Participant further understands that such Equipment is being loaned to Participant, and that this does not constitute a rental agreement. Participant understands that Participant assumes complete responsibility for the Equipment, including but not limited to the Equipment's soundness and parts. Participant has examined the Equipment and certifies that it is fit for Participant's use. **PARTICIPANT UNDERSTANDS THAT THERE ARE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS RELATES TO THE FITNESS OR MECHANICAL SOUNDNESS OF ANY EQUIPMENT LOANED TO PARTICIPANT AND THAT CITY HEREBY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Participant certifies that Participant has or will examine any Equipment loaned to Participant to ensure that the Equipment is properly fit for Participant's use and properly assembled and in good condition. Participant agrees to return all Equipment loaned to Participant at the end of each activity or event for which Participant uses Equipment, and Participant understands that Participant may be assessed the replacement value of such Equipment if Participant does not promptly return it in the condition in which Participant received it.

7. **Agreement to Be Bound.** Participant certifies that Participant has read and understands the terms of this Agreement, and Participant acknowledges that this Agreement will be relied upon by the City, its employees, volunteers, agents, event holders, sponsors, and organizers of such activities and events in which Participant participates, and that this Agreement will govern all of Participant's participation, volunteering and all other actions and responsibilities at each such activity or event.

8. **Waiver and Severability.** If any part of this Agreement, for any reason, is declared invalid or void, such declaration shall not affect the remaining portions of the Agreement which shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. If City decides not to enforce a provision of this Agreement, such decision in favor of non-enforcement shall not constitute a complete and full waiver of the right of the City in the future to enforce that provision of the Agreement.

9. **Governing Law.** Except to the extent that this Agreement may be governed by any federal law, including federal bankruptcy law, this Agreement shall be governed by, construed and interpreted under, and enforced exclusively in accordance with the laws of the state of South Carolina, and the courts in the state of South Carolina shall have jurisdiction with respect to any dispute arising hereunder.

10. **Term and Scope of Agreement.** This Agreement shall apply to all Programs involving Participant for the entire calendar year of the execution date set forth below. This Agreement shall be construed broadly to provide a release and wavier to maximum extent permissible under applicable law.

11. **Modification or Amendment.** No change, amendment or modification of this Agreement shall be made unless agreed to in writing by City.

Name (print): _____ Date: _____

Date of Birth: _____

Street Address: _____

City: _____ State _____ Zip _____

Phone (home) _____ Phone (cell/work) _____

Email Address: _____

Emergency Contact: _____ Phone No. _____

Signature of Participant: _____

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and/or guardian of Participant does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor Participant and the parents or legal guardian of such Participant. I hereby agree to the terms of this Agreement.

Parent/Guardian name (print): _____ Date: _____

Signature of Parent/ Guardian _____