

**MINOR WAIVER  
PARTICIPANT WAIVER AND RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

For and in consideration of the City of Carlyle allowing the minor(s) identified below (**individually and collectively, "Minor"**) to participate in any and all sports/recreation programs, including but not limited to swimming lessons, camps and other events and programs thru the City of Carlyle Parks and Recreation Department ( "**Events/Programs**"); I, for myself, and on behalf of Minor and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executor, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the "Agreement"**);

1. I hereby represent that (i) I am the parent or legal guardian of the Minor; (ii) the Minor is in good health and in proper physical condition to participate in the Events/Programs; and (iii) the Minor is not under the influence of alcohol or any illicit or prescription drugs which would in any way impair the Minor's ability to safely participate in the Events/Programs, and that I am responsible for the Minor's safety and well being at all times and under all circumstances while at the Events/Programs.

2. I understand and acknowledge the risks and dangers associated with the Minor's participation in the Events/Programs, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, or other natural manmade objects; dangers arising from adverse weather conditions; imperfect field conditions; surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Events/Programs Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). I understand that these Risks may be caused in whole or in part by the Minor's own actions or inactions, the actions or inactions of others participating in the Events/Programs, or the negligent acts or omissions of the Released Parties defined below, and on behalf of the Minor, I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Events/Programs.

3. I understand that the Minor is required to be familiar with and to abide by the Rules and Regulations established for the Events/Programs. I accept sole responsibility for the conduct and actions of the Minor while he or she is participating in the Events/Programs, and the condition and adequacy of Minor's equipment. I understand that the Events/Programs Organizers have the right to control or prohibit advertising material used, worn, or displayed by a participant at the site during the Events/Programs, and that they have also reserved the right to disqualify anyone or deny participation in the Events/Programs for any reason they deem just and proper in their sole discretion.

4. On behalf of the Minor, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the City of Carlyle and other public entities providing support for the Events/Programs; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the "Released Parties" or "Events/Programs Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature ("**Liability**") which may arise out of, result from, or relate in any way to the Minor's participation in the Events/Programs, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and authorized to enter into this Agreement on behalf of the Minor, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

MINOR #1: Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_ Male  Female

MINOR #2: Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_ Male  Female

X \_\_\_\_\_ / / \_\_\_\_\_  
*Signature of Parent/Legal Guardian for Minor(s)* *Date signed*

**ADULT WAIVER  
PARTICIPANT WAIVER AND RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

For and in consideration of the City of Carlyle allowing me, the undersigned to participate in any and all sports/recreation program, including but not limited to swimming lessons, camps and other events and programs thru the City of Carlyle Parks and Recreation Department (“**Events/Programs**”); I, for myself, and on behalf of my spouse, children, guardians, and next of kin, and any legal and personal representatives, executor, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (**the “Agreement”**);

1. I hereby represent that (i) I am at least eighteen (18) years of age or older; (ii) I am in good health and in proper physical condition to participate in the Events/Programs; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Events/Programs. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Events/Programs, that I am responsible for my own safety and well being at all times and under all circumstances while at the Events/Programs.
2. I understand and acknowledge the risks and dangers associated with the Minor’s participation in the Events/Programs, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, or other natural manmade objects; dangers arising from adverse weather conditions; imperfect field conditions; surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Events/Programs Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers (“**Risks**”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Events/Programs, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Events/Programs.
3. I agree to be familiar with and to abide by the Rules and Regulations established for the Events/Programs. I accept sole responsibility for my own conduct and action while participating in the Events/Programs, and the condition and adequacy of my equipment. I understand that the Events/Programs Organizers have the right to control or prohibit advertising material used, worn, or displayed by a participant at the site during the Events/Programs, and that they have also reserved the right to disqualify anyone or deny participation in the Events/Programs for any reason they deem just and proper in their sole discretion.
4. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the City of Carlyle and other public entities providing support for the Events/Programs; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (**Individually and Collectively, the “Released Parties” or “Events/Programs Organizers”**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys fees) of any kind or nature (“**Liability**”) which may arise out of, result from, or relate in any way to my participation in the Events/Programs, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I am of legal age and authorized to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Male  Female

Home Address: \_\_\_\_\_ Home Tele.: (\_\_\_\_) \_\_\_\_\_

X \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
*Signature of Participant* *Date signed*