**Town of Geddes**

(Recreation Department, 823 State Fair Blvd., Syracuse, NY 13209)

**WAIVER FOR PARTICIPATION**

**Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_ Program: \_\_\_\_\_**

I, the undersigned, hereby agree on behalf of myself, my heirs, assigns, executor(s) or administrator, personal representative and estate, to release, indemnify and discharge the Town of Geddes and the Town of Geddes Parks and Recreation Department, its members, directors, officers, employees, agents, representatives, sponsors, and all other persons acting on its behalf (hereinafter collectively referred to as “the Town”), as follows:

1. I hereby acknowledge and agree that I, and my child, am a guest of the Town and I am subject to the rules and restrictions applicable to all guests. I further understand and agree that the Town has the right to remove me and/or my child from the above program at any time for failure to follow the rules and regulations set forth by the Town.
2. I hereby assume all risk and responsibility for injuries incurred during my presence on the Town’s premises and/or arising from or in connection with my use of equipment (which may malfunction or break) and participation in any and all activities in the above program offered by the Town and taking place at or on the Town’s premises, and any other program or activity in which I choose to participate in and offered by the Town. My assumption of risk applies regardless of whether the program’s activities are conducted or overseen by the Town members, employees, agents, independent contractors or others, and whether or not the Town permits others to participate in such activities.
3. I hereby affirm that I am in good physical condition and do not suffer any disability that would prevent or limit my participation in the above named program. I expressly agree and promise to accept and assume all of the risks existing in the program’s activities. My participation in and/or observation of the program’s activities is purely voluntary, and I elect to participate in the above named program despite the risks.
4. I hereby release, forever discharge, and agree to indemnify, defend and hold harmless the Town from any and all costs, liabilities, damages, obligations, claims, demands, or causes of action that are in any way connected with my participation in the above named program, including any claims, demands or causes of action based on or arising out of alleged acts or omissions of the Town. If I am executing this document in my capacity as parent or legal guardian of a minor, my execution of this document shall be deemed to be binding upon such minor to the fullest extent permitted by law, and the agreement on my part to indemnify, defend and hold harmless the Town as stated earlier in this paragraph shall apply in full to any and all costs, liabilities, damages, obligations, claims, demands, or causes of action that are in any way connected with such minor’s participation in the above named program’s activities.
5. I hereby acknowledge that the Town does not carry medical insurance for program participants. I understand that registrants are encouraged to have their own medical coverage. I certify that I have adequate insurance and/or resources to cover any injury or damage I may cause or suffer as a result of entering the Town and/or participating in any of the above named program’s activities, including but not limited to health insurance and coverage for economic loss. I further certify that I assume the risk of any medical or physical condition I may have.
6. The laws of the State of New York shall govern this document. I understand and agree that if any provision of this document is found to be unenforceable by a court of law, that finding shall not alter or void the remainder of the document and the rights and responsibilities expressed therein. This document shall be binding with respect to entry into the Town and/or participation in any of the above named program’s activities on the date set forth below and at any and all times after that date.
7. I agree to abide by all rules and regulations governing use of the Town and its programs.

By signing this document, I acknowledge that if anyone suffers injury or death relating in any manner to my participation in the Town’s programs and/or my participation in any program activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Town on the basis of any claim from which I have released them herein, and to be liable for damages to the Town. I understand that this document will remain in effect and can be relied upon for all future visits.

**I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.**

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**Participant /Guardian's Signature Date**