**City Park Department Voluntary Waiver of Liability, LMC Model Form**

*League staff thoughtfully develops models for a city’s consideration. Models should be customized as appropriate for an individual city’s circumstances in consultation with the city’s attorney. Helpful background information on this model may be found in the* [*Parks and Recreation Loss Control Guide*](https://www.lmc.org/resources/park-and-recreation-loss-control-guide/).

**This icon marks places where the city must customize the model. They offer additional provisions, optional language, or comments for your consideration. The icon, and language you do not wish to include, should be deleted from this model before use. Make other changes, as needed, to customize the model for your city.**

CITY PARKS AND RECREATIONS DEPARMENT

VOLUNTARY WAIVER OF LIABILITY AGREEMENT

(This Document Affects Your Legal Rights. Read Carefully Before Signing)

I wish to participate in \_\_\_\_\_\_\_ (the “Activity”). I state and affirm that:

*Use the blank to describe the activity, service or event*.

1. My participation is voluntary. No one is forcing me to participate.

2. I acknowledge the Activity is NOT an ESSENTIAL service provided by the City.

3. I understand and acknowledge the Activity I am about to voluntarily engage in as a participant has certain risks, including but not limited to, \_\_\_\_\_\_\_. I understand these risks known or unknown, anticipated or unanticipated may result in injury, death, illness, disease or damage to myself or my property, or to other persons and their property.

*In the blank describe some of the specific risks. For example, if the activity is softball, some of the risks might include bruises, cuts, sprains, strains, head injuries and broken bones.*

4. In consideration of being allowed to participate in this Activity, I hereby personally assume all risks in connection with this Activity and I hereby agree to hold the City, its officials, employees, agents and contractors harmless and I waive any right to make claims or bring lawsuits against the City or anyone working on behalf of the City for any injuries or damages related to the alleged negligence of the City.

5. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the City or anyone acting on behalf of the City.

6. I understand that entering into and signing this agreement affects my legal rights and result in my giving up or waiving certain legal rights, and I accept this and sign this agreement of my own free will.

7. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.

8. My signature indicates I have read this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date(s) of Activity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please Print Full Name)

Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City State Zip Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature Date

**Notice**: If participant is under 18 years old or has a legal guardian, this release must be co-signed by a parent or guardian.

I certify that I am the parent or legal guardian of the above individual and hereby consent to his or her participation in the Activity. I have read and understand the above Volunteer Waiver of Liability Agreement and I agree to be bound by the terms stated therein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Guardian (Please Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian Date