

**TOWN OF WIGGINS PARKS & RECREATION
ACKNOWLEDGEMENT OF RISK AND
LIABILITY WAIVER, RELEASE AND INDEMNIFICATION**

Acknowledgement and Assumption of Risk:

In return for receiving permission from the Town of Wiggins (the "Town") to participate in activities conducted on Town-owned parks, the undersigned hereby enters into this waiver, release and indemnification.

I realize that participation in recreation programs, fitness classes, sports leagues and other parks and recreation activities are or may be dangerous and do or may involve risks, including but not limited to risks of bodily injury, personal injury, death, and property loss or damage. I realize that these risks include without limitation potential physical injury or death from causes such as use, misuse or malfunction of recreation equipment, vehicle accident, slipping, falling or colliding with objects or other participants, and from a variety of other foreseeable and unforeseeable circumstances connected with parks or recreation activities. By this agreement, I hereby voluntarily agree to assume all such risks of injury, death, loss or damage arising out of or related to my engaging in or spectating at such programs and activities, regardless of cause.

Waiver and Release of Liability:

By this agreement, I hereby waive, exempt, release and discharge the Town, its officers, employees, insurers, instructors, volunteers, officials, coaches, sponsors, partners or representatives, from any and all claims, demands and actions of any kind for any bodily injury, personal injury, death, property damage or other damage or loss that may occur in any way as a result of engaging in or spectating at the above-listed activities, regardless of whether or not caused by the act, omission, negligence or other fault of the Town, its officers, employees or any other of the above listed persons or entities, or any other cause.

Indemnification:

By this agreement, I further hereby voluntarily agree to indemnify and hold harmless the Town, its officers, employees, insurers, instructors, volunteers, officials, coaches, sponsors, partners or representatives, from and against all liabilities, claims and demands, including any third party claims for

injury, death, loss or damage resulting from my participation, to the extent such liabilities, claims or demands are the result of my own negligence or intentionally misconduct, or that of my minor child.

General:

I acknowledge and agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Colorado. If any portion hereof is held invalid, I agree the balance of this agreement shall continue in full force and effect.

I hereby acknowledge and agree that I have read, understood, and voluntarily agree to the foregoing waiver, release, and indemnification agreement, and that this agreement shall be binding on me, my successors, representatives, heirs, executors and assigns.

Participant Name: _____

Participant Signature: _____

Date: _____

PARENT SIGNATURE AND DATE FOR PARTICIPANT UNDER 18 YEARS OLD

By signing below, I acknowledge that I am the parent of the above-named participant as the term "parent" is defined in C.R.S. Section 13-22-107(2)(b), and in addition to execution of the foregoing on behalf of the participant, I hereby waive and release any prospective claim of the participant against the Town, its officers and its employees for negligence, to the extent provided by C.R.S. Section 13-22-107(3), in connection with the above-referenced activities.

Parent/Guardian Print Name: _____

Parent / Guardian Signature: _____

Date: _____

Emergency Contact Name: _____ Phone: _____

Name of Physician: _____ Phone: _____