



"WAIVER AND RELEASE OF LIABILITY"

RECREATION AND PARKS DEPARTMENT

CITY OF HILLIARD, OHIO

By signature hereof, I/my child/child for whom I am the legal guardian, agree to assume all liability for, and agree to save, indemnify, defend, and hold harmless the City of Hilliard, Ohio, its elected officials, officers, employees, agents, subcontractors, and volunteers (hereinafter "City") from and against any and all claims or demands of any sort or nature for damage or injury to persons or property caused by me/my child/child for whom I am the legal guardian or to me/my child/child for whom I am the legal guardian during use of or participation **Passes, Open Gyms, Class, Activity, Trip** (the "**Program/Activity**"), which is sponsored by the Hilliard Recreation and Parks Department. I understand that my/my child's/child for whom I am the legal guardian's participation in the **Program/Activity** carries a degree of risk, including foreseeable and unforeseeable injury to myself/my child/child for whom I am the legal guardian and I knowingly and voluntarily assume this risk. I also understand and agree that I alone am responsible for monitoring my/my child's/my legal guardian's health and determining that my/my child's/child for whom I am the legal guardian's overall health is suitable for the **Program/Activity** for which I/my child/my legal guardian is participating.

I further hereby consent and voluntarily agree specifically to (1) waive and release any and all claims of any sort or nature that I/my child/child for whom I am the legal guardian may have against the City, its elected officials, officers, employees, agents subcontractors and volunteers, for any personal injury, bodily injury or death, and for any property damage or loss suffered by me/my child/child for whom I am the legal guardian regardless of the cause thereof, and I (2) agree to hold harmless and indemnify the City from any and all claims or demands of any kind or nature for any personal injury, bodily injury, death, or property damage or loss caused by my/my child's/child for whom I am the legal guardian's actions or inaction while participating in the **Program/Activity** sponsored by the Department of Recreation and Parks.

Additionally, I understand that in the case of emergency or illness of my child/child for whom I am the legal guardian, every effort will be made to contact the parents, guardians, caregivers, or those on the emergency contact list. I understand and agree Recreation and Parks Department staff may need to administer first aid or arrange for medical transportation before contacting parent, guardian, caregiver, or emergency contact depending on the nature of the medical emergency. I hereby give permission to Hilliard Recreation and Parks Department staff to administer basic first aid, and to seek emergency medical treatment when the City deems it necessary. I give permission to the City to arrange necessary related emergency medical services (EMS) transportation for hospital care. I understand and agree that Recreation and Parks Department staff will accompany minor participant if parent/guardian, caregiver, emergency contact is not available at the time of EMS transportation.

Code of Conduct:

Upon entering a City of Hilliard recreation facility and/or participating in a Hilliard Recreation and Parks Department program, you are agreeing to abide by the rules of the department and any specific rules for programs or facilities. Your cooperation and consideration of this Code of Conduct helps ensure that all participants can enjoy our programs, facilities, and parks. The Hilliard Recreation and Parks Department is committed to providing a safe and welcoming environment for all our patrons and staff.

By participating in a program or by visiting a park, facility or event associated with the City of Hilliard, you agree to appear in published photos or video taken by the City for marketing purposes.

By my signature below, I affirm that I have read and fully understand the terms, conditions, releases, and waivers set forth above and agree to be bound by them. This release, waiver and indemnification form applies to participation in any and all **Programs/Activities** sponsored by the Department of Recreation and Parks.

Participant Name: (Printed)

Signature of Participant

Date

(Parent/Guardian Signature if Participant is under the age of 18)