

City of Hartsville Liability Waiver and Liability Release

In consideration for being allowed to participate in any way at the City of Hartsville recreation property and City Park, I, the undersigned, acknowledge, appreciate, understand and agree that:

1. **You are solely responsible for your safety.** The risk of the injury is significant, including the potential for permanent paralysis and death. By signing this waiver and assumption of the risk, you acknowledge these dangers and assume all dangers from these risks associated with the use of this facility, including risks from your use of the facility either as a participant or spectator, the design, maintenance and/or condition of the course, the conduct of the City of Hartsville and its agents and employees and the conduct of other persons.
2. **The park is unsupervised.** I am participating at my own risk. I KNOWINGLY AND FREELY UNDERSTAND THE INHERENT RISK INVOLVED AND ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHERS, and assume full responsibility for my participation; and
3. **You agree not to hold the City of Hartsville or its agents or employees liable.** In exchange for the privilege of engaging in the inherently dangerous activity of bicycling at this facility or observing such activity, you and your parent/guardian agree to assume the risk and to release the City of Hartsville and its agents and employees from any liability that may arise from your presence at this facility. This assumption of the risk and the release of liability applies, for example, to injuries or damages related to your conduct, bicycle and equipment, the conduct of others, their bicycle and equipment, the conduct of the City of Hartsville and its agents and employees even if such conduct is negligent. You assume all risk of injuries and damages in this inherently dangerous activity.
4. **I willingly agree to comply with the stated and posted and customary terms and conditions for participation.** If I observe any unusual hazard during my presence or participation, I will remove myself from participation and bring such information to the immediate attention of the nearest City official; and
5. **I will indemnify and hold the City of Hartsville harmless.** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby, to the maximum extent permitted by law, assume entire responsibility and liability and shall defend, indemnify and hold harmless **The City of Hartsville**, including its governing bodies such as Authorities, Boards and Commissions, consultants, agents, sponsors, employees,

volunteers and owners of the premises used to conduct this activity and event with respect to any and all injury and from all claims, demands, liabilities, losses, costs, expenses, suits, fines, penalties, fees and actions, including reasonable attorney's fees and dispute-related costs (collectively "such claims"), arising out of participating in the activity on this premises, whether arising from the negligence of the releases or otherwise.

- 6. Related Promises by Parent/Guardian.** The parent/guardian signing this document represents that he or she has the legal authority to (1) sign this Waiver on behalf of the participant and (2) waive the participant's legal rights in accordance with the terms of this document. The parent/guardian also represents that he or she has read this Waiver and understands its contents. The parent/guardian further agrees that this Waiver will continue in full force and effect and shall apply to all of the participant's future visits. The parent/guardian further acknowledges that his or her signature below is made voluntarily, after having the opportunity to inspect the course and consider alternatives, which include not allowing the participant to use this facility.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND I ALSO UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN FREELY AND VOLUNTARILY.

Signature: _____ Age: _____
Printed Name: _____ Date of Birth: _____
Address: _____
E-mail: _____ Signature: _____

FOR MINORS UNDER THE AGE OF 18 AT TIME OF REGISTRATION.

This is to certify that I, as parent/guardian, with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all releases and for myself, my heirs, assigns and next of kin, I release and agree to indemnify the release from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES, to the fullest extent permitted by law.

Parent/Guardian Signature: _____ Date: _____
Print Name and Emergency Phone Number: _____