



## **Cary Park District Program Waiver E.T. KidZone 2023-2024 School Year**

The Cary Park District is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The Cary Park District continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for ET KidZone must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs.

You are solely responsible for determining if you or your minor child/ward is physically fit and/or skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way, or recently suffered an illness, injury, or impairment, to consult a physician before undertaking any physical activity.

### **Warning of Risk**

Recreational activities/programs are intended to challenge and engage the physical, mental, and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning, and equipment, there is still a risk of serious injury when participating in any recreational activity/program. Understandably, not all hazards and dangers can be foreseen. Depending on the particular activity, participants must understand that certain risks, dangers, and injuries due to inclement weather, slipping, falling, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, premise defects, inadequate or defective equipment, inadequate supervision, instruction, or officiating, and all other circumstances inherent to indoor and outdoor recreational activities/programs exist. In this regard, it must be recognized that it is impossible for the Cary Park District to guarantee absolute safety.

### **Assumption of Risk and Waiver and Release of all Claims**

Please read this form carefully and be aware that in signing up and participating in the Cary Park District identified programs/activities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with said programs/activities (including transportation services/vehicle operation, when provided).

I recognize and acknowledge that there are certain risks of physical injury to participants in these programs/activities, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in these programs/activities against the Cary Park District including its officials, agents, volunteers, and employees (hereinafter collectively referred to as "Cary Park District").

I do hereby fully release and forever discharge the Cary Park District from any and all claims for injuries, damages, or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward arising out of, connected with, or in any way associated with these programs/activities.

### **Photo Release**

The Cary Park District takes photos and videos of participants in programs, during special events, and in the District's parks and facilities. By signing the waiver, you are giving permission to the District to use these photos and videos in our publications and on our website and social media outlets without further permission and without any compensation to you. All photos and videos are the property of the District.

*I have read and fully understand the above information, warning of risk, assumption of risk, waiver and release of claims and photo release. If registering via fax, your facsimile signature shall substitute for and have the same legal effect as an original form signature.*

**Enrollment is not complete until this form is signed by a parent/guardian of the ET KidZone participant.**

\_\_\_\_\_  
**Parent/Legal Guardian Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Child/Children's Name(s) (Please print.)**