

## **PARTICIPANT & CONCUSSION WAIVER, ASSUMPTION OF RISK & RELEASE OF LIABILITY**

In consideration of the named participant being allowed to participate in any way in the Commerce Parks and Recreation Department programs, related events and activities, I, the parent/ legal guardian, of the named child, or as an adult participant, hereby acknowledge, appreciate, and agree to the following:

1. The risk of injury or damages to my child and/or myself from the activities involved in the programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, FOR MYSELF, SPOUSE AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my and/or my child's participation; and,
2. I for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives, and next of kin, HEREBY INDEMINIFY AND HOLD HARMLESS the City of Commerce, and all officials, employees, volunteers or agents of the City of Commerce, including all individuals who are affiliated with the programs administered by the Parks and Recreation Department of Commerce (collectively referred to herein as "Releasees"), from any and all claims, suits, causes of action, demands and liabilities incident to my and/or my child's involvement or participation in these programs and/or transportation to and from such programs and activities, WHETHER ARISING FROM THE NEGLIGENCE, ACTS OF OMISSIONS OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
3. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE THE RELEASEES, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, WITH RESPECT TO ANY AND ALL BODILY INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to or in any way arising out of my and/or my child's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE, ACTS OF OMISSIONS OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
4. I hereby grant consent to any and all first aid responders designated by the Commerce Parks and Recreation Department to provide myself and/or child any necessary medical care as a result of any injury/illness. This consent includes First Aid and transportation to/from first aid responders and to any hospital.
5. I further understand that health or accident insurance which would cover my or my child's medical, hospital, or related expenses in the event of injury in this activity is my responsibility. I understand the Parks & Recreation Department of Commerce strongly recommends that if I do not have sufficient insurance to cover such incidents that I should take the necessary action to obtain it.
6. I willingly agree to comply with the City's and the Department's stated and customary terms and conditions for participation in the programs and events. If I observe any unusual significant concern in my or my child's readiness for participation and/or in the program or event itself, I will remove myself or my child from the participation and bring such attention of the nearest Department official immediately; and,
7. I understand that I am bound to abide by the Commerce Parks & Recreation Department's Code of Conduct. I further understand that these programs are recreational and that if either parent and/or parent's spouse should exhibit continued unsportsmanlike conduct, the child may be removed from the program.
8. I understand that the Department may use participant images or videos, and that such may be published in an outlet used to promote or publicize the program or department.
9. Concussion Awareness - By signing below, I agree that I have been provided a copy of the Parent/Athlete Concussion Information Sheet. I understand that concussions are one of the most commonly reported injuries in children who participate in sports and recreational activities. I further understand that the risk of long-term, chronic cognitive, physical, and emotional symptoms associated with the development of post-concussion syndrome and chronic traumatic encephalopathy, as well as the risk of catastrophic injuries or even death, is significant when a concussion or head injury is not properly recognized, evaluated, and managed. I further recognize that continuing to play with a concussion or symptoms of head injury leaves a youth athlete especially vulnerable to great injury and even death. I understand and agree that should my child exhibit signs of a concussion I will remove my child from play/activity immediately and not allow my child to participate until a health care professional has released my child to resume activity.

**I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT AND WAIVER. I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of Participant(s) \_\_\_\_\_

Parent/Guardian Signature or Adult Participant \_\_\_\_\_ Date \_\_\_\_\_

Witness: \_\_\_\_\_