

**RELEASE OF LIABILITY, WAIVER OF RIGHTS AND CLAIMS, ASSUMPTION OF RISKS,
AND INDEMNITY AGREEMENT**

ADAPTIVE RECREATION PROGRAM

In consideration of the services of the Fairbanks North Star Borough regarding and of my participation in the Fairbanks North Star Borough Parks and Recreation Department's Adaptive Recreation Program (hereinafter "the program"), **I HEREBY AGREE TO RELEASE AND DISCHARGE** the Fairbanks North Star Borough, its officers, agents, employees, volunteers, and all other persons or entities acting in any capacity on its behalf with respect to the program (hereinafter collectively referred to as "the FNSB"), on behalf of myself, my heirs, assigns, personal representative(s) and estate as follows:

1. **The Program.** I understand that the Parks and Recreation Department's Adaptive Recreation Program offers many different activities that I may choose to participate in, including: bowling (indoor and outdoor), dodgeball, broomball, croquet, bocce, kickball, gaga ball, soccer, basketball, wheelchair basketball, tennis, whiffleball, badminton, pickleball, roller skating, non-motorized scooter riding, bicycling, go-carting, floor hockey, disc golf, miniature golf, laser tag, kite flying, berry picking, day camps (which may include activities such as hiking, bird watching, and attending farmers market and fairs), water balloon fights, weight lifting and stretching, ice skating, cross-country skiing, dancing, fishing, ice fishing, canoeing, eating out at restaurants, going to the movie theater, attending outdoor concerts, gardening, walking, jogging, swimming (indoor and outdoor), using saunas or hot tubs, skiing, snowshoeing, cooking, bingo, card games, board games, arts and crafts.

I understand that I will participate in this program with participants of various ages, who may be older or younger than me, and who may have disabilities, including behavioral, learning, developmental and/or physical disabilities, as well as third parties, such as personal care attendants. I understand that the program may be held indoors or outdoors and may include inclement weather conditions.

I further understand and agree that this program does not provide any essential service and that my participation in this program is voluntary.

2. **Inherent Risks.** I acknowledge that participating in the program entails inherent risks which may be known or unknown and which could result in physical or emotional injury, permanent impairment, death, or damage to myself, property, or third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the program.

I specifically acknowledge that the inherent risks associated with the program include, but are not limited to: falling, being fallen on by other participants or third parties or FNSB staff, being impacted with various game- or activity-related objects (including bowling balls, soccer balls, tennis balls, basketballs, or other types of balls, mallets, hockey sticks, golf clubs, racquets or paddles, discs, fishing lures or hooks, ice skates, skis, ski poles, paddles, scooters and bicycles), impacting the ground, general slips, trips, falls or painful crashes, impact with other participants including participants who may be out of control or with FNSB staff or third parties, impact with walls, bleachers, trees, or other stationary objects or equipment, being impacted by or rolled over by wheeled equipment or wheelchairs, impact by vehicles driven by others, burns, drowning, slips and falls, poor or unsafe ground conditions, allergic reactions, choking, participation beyond my or another participants' or third parties' skill level or limits, my own or participants' or third parties' giving or following improper advice, my own or another participant's or a third party's physical or mental impairment due to disability, drugs, or alcohol, my own or another participant's or a third party's poor judgment, my own or another participant's or a third party's negligence or inexperience, dehydration, exhaustion, cramps or fatigue, overheating, hypothermia, which may diminish my or other participants' ability to adequately react or respond. Participation may result in muscle strains, sprains, broken bones, bruises, scrapes, cuts, burns, or serious injury including brain injury, permanent impairment or disfigurement, or even death, which could occur due to impact or lack of oxygen from various sources. I understand that the program may take place on premises or using equipment over which the FNSB has little or no control, including premises or equipment owned and operated by third parties, which may pose risks that the FNSB cannot foresee or mitigate.

My use of proper gear or the FNSB's measures taken with respect to the program may prevent or lessen injuries in some instances; however, **neither is a guarantee of safety and injury may still occur.**

I understand and expressly acknowledge that I have responsibilities, including the responsibility for my

own safety while participating in any or all of the activities associated with the program. I also acknowledge that I have the responsibility to inspect the program facilities and equipment to be used, and to immediately advise the FNSB of anything which I consider to be unsafe or to refuse to participate. Furthermore, although the FNSB seeks safety, it is not infallible. The FNSB might be ignorant or unaware of my or another participant's or a third party's fitness or abilities. The FNSB may give inadequate warnings, instructions or oversight or the program or the facility or equipment may be unsafe. I understand that the FNSB reserves the right to deny me or any other person participation before or during the program if it believes that person to be unfit to participate in the judgment of the FNSB.

I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in the program and my use of the facilities and/or equipment.

3. **Express Assumption of Risk and Voluntary Participation.** I expressly agree and promise to accept and assume all the risks existing in the facilities, equipment or activities involved or associated in any way with the program and/or my participation in the program. My participation in the activities and at the premises is purely voluntary. No one is forcing me to participate and I choose to participate despite the risks.

4. **Personal Skill.** I certify that I have sufficient skills, mental and physical abilities, and fitness to participate in the program. If I determine that I do not have the sufficient skills, abilities or fitness to participate in any portion of the program, I agree that I will not take part in such activity.

5. **Release and Waiver of Rights, Including for Claims of Negligence, and Indemnity.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the FNSB from any and all claims, demands, or causes of action, which are in any way connected with my participation in the program or my use of FNSB's facilities or equipment, including any such claims which allege negligent acts or omissions of the FNSB. Should the FNSB be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, I agree to pay or reimburse the FNSB) for all such fees and costs.

6. **Medical Issues and Emergency Treatment.** I certify that I have no medical, mental or physical conditions that could interfere with my safety or ability to participate in these activities, or that I am willing to and do assume and bear the burden of all risks that may be created, directly or indirectly, by any such condition.

7. **Insurance or Medical Costs.** I certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or I agree to bear the costs of such injury, damage or emergency transportation costs myself. I further agree that, in the event that the FNSB deems it necessary to administer emergency first aid, CPR, or AED, or to remove me from its premises or to seek emergency medical care for me that, by signing this document, I give the FNSB permission to take such steps as it deems necessary and I expressly waive all claims related to those steps taken by the FNSB.

8. **Contractual Nature.** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Rights and Claims, Assumption of Risks, and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I agree and expressly acknowledge that I have the capacity to sign and am not under the influence of drugs or alcohol at the time of my signing this document and that there are no other handicaps, impediments or reasons why I would lack the capacity to enter into this contract.

9. **Jurisdiction and Venue.** I agree that this contract shall be governed solely by the laws of the State of Alaska and that any lawsuit brought arising out of or related to this contract shall be brought within the Fourth Judicial District at Fairbanks. I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled and I agree to submit to the jurisdiction of the Alaska courts.

10. **Construction.** I agree that this contract is to be construed as broadly as possible. A copy of this contract can be used as if it were the original.

11. **Severability.** I agree that if any portion of this contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect to the fullest extent possible by law.

12. **Integration: Full Agreement Between Myself and the FNSB.** I understand that this document constitutes the entire contract between myself and the FNSB and that it cannot be modified or changed in any way by representations or statements of any nature (whether made verbally, in writing, through advertising, or otherwise) made outside of this document; I agree that I am waiving any claims I might have for breach of contract or breach of warranty based on statements or representations made outside of this contract.

By signing this document, I acknowledge that if anyone is hurt or killed or property is damaged during my participation in the program or by my use of the program facilities or equipment, I may be found by a court of law to have waived my right to maintain a lawsuit against the FNSB on the basis of any claim from which I have released them herein.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE THREE-PAGE DOCUMENT
I HAVE READ AND UNDERSTOOD THIS DOCUMENT AND I AGREE TO BE BOUND BY ITS TERMS**

PARTICIPANT SIGNATURE: _____ **DATE:** _____

CONSENT AND RELEASE ON BEHALF OF MINOR OR OTHER PERSON LACKING LEGAL CAPACITY BY

PARENT/LEGAL GUARDIAN: By my signature below, I certify that I am the parent or legal guardian of the minor or other person lacking legal capacity to sign participating in the program. I have read and understood this Release of Liability, Waiver of Rights and Claims, Assumption of Risks, and Indemnity Agreement in its entirety and understand that it relates to surrendering valuable legal rights of the minor or other person lacking legal capacity to sign and myself; I agree to be bound by all the terms herein and give my consent for the minor or other person lacking legal capacity to sign to participate in this program.

PARENT/GUARDIAN SIGNATURE: _____ **DATE:** _____

Participant's Name: _____ Age: _____

PARTICIPANT INFORMATION (please print clearly; if Participant is a minor or lacks capacity, provide parent/guardian information):

Name: _____ Phone Number: _____

Mailing Address: _____ Physical Address: _____

Emergency Contact Name and Phone Number: _____ Email Address (optional): _____
