Children’s Program Waiver

I, ____________________________, the parent/guardian of ____________________________, having enrolled my child in a UMF Fitness and Recreation Center activity, being of legal age, acknowledge, declare and agree as follows:

1. That I have voluntarily agreed to enroll my child in ____________________________ on ______________________, and in consideration of my child being permitted to participate in this activity, do voluntarily execute this release and waiver of liability on behalf of my child, myself, my heirs and next of kin, my personal representatives and my estate.

2. That I have been fully informed of the nature, scope and demands of ____________________________, and understand that this activity may include other similar activities which could be dangerous to my child. Such dangers, hazards and risks of this activity may include, but are not limited to injuries, inflicted by the following: sports activities, physical challenges, pool activities, outdoor activities including but not limited to the following: canoeing, hiking, ropes course, swimming, nature walks, fishing, rock climbing, camping, sailing, paint-ball, water slides, laser tag, white water rafting, kayaking, horseback riding, mountain biking, camping and any other activities the group leader(s) may choose.

3. I hereby release, waive, discharge and covenant not to sue the participants, counselors, students, members, instructors, owners, workers, employees, volunteers, divers, rescue personnel, owners and lessees of premises used to conduct the event(s), and all for the purpose herein referenced to as “releasees,” from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the event(s), whether caused by the negligence of the releasees or otherwise.

4. Hereby agree to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the event(s) whether caused by the negligence of the releasees or otherwise.

5. Hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the event(s) whether caused by the negligence of the releasees or otherwise.

6. Hereby acknowledge that the activities of the event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the releasees.

7. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of the negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as is permitted but the laws of the Province or State in which the event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Assented and agreed to on this _________ day of ________________, 200___.

____________________________________
Signature of Parent/Guardian

I hereby grant the UMF FRC permission to use, reproduce, publish or distribute any photographs, films, videotapes and or sound recordings of my child for use in materials the UMF FRC may create.

Participant’s Signature: ________________________________

Parent/Guardian Signature: ________________________________