



CITY OF LONG BEACH
Parks and Recreation Department
Waiver and General Release
(Revised 10.3.2023)

In consideration of the services of the City of Long Beach, acting through the City Department of Parks & Recreation, as well as their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf (“CITY”) in the operation of recreation program activities, the organization and participation of any off-site trips and associated activities, and/or use of CITY recreational facilities (“Activity”), at the City Recreation Campus, I now agree to release and discharge the CITY on behalf of myself and/or my children, my heirs, assigns, personal representatives and estate as follows:

I acknowledge the activities and use of CITY recreational facilities, as well as off-site trips and/or activities organized by the CITY, entail known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to my person or to my child, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Activity, the use of CITY recreational facilities, and off-site trips and/or activities organized by the CITY. In an effort to minimize those risks I agree to follow all safety requirements and make use of any safety equipment provided.

THE RISKS OF THIS ACTIVITY MAY INCLUDE, BUT ARE NOT LIMITED TO:

- A.** The nature of the Activity in which I or my child is participating;
- B.** Latent or apparent defects or conditions of equipment or property supplied by the CITY or other persons/entities;
- C.** My/My child’s use of property or equipment supplied by the CITY or the use of that equipment by other persons or entities;
- D.** Acts of other participants in the Activity, including employees or agents of the CITY;
- E.** My/My child’s own physical and/or medical condition(s), as well as the physical and/or medical condition(s) of others;
- F.** My/my child’s own acts or omissions while on CITY property, as well as the acts or omissions of others who are on CITY property;
- G.** Conditions of the CITY’s facility and the surrounding grounds and/or terrain, whether caused by the CITY or others;
- H.** Conditions of the facilities and surrounding grounds of non-CITY owned locations with respect to off-site trips and activities organized by the CITY;
- I.** First Aid emergency treatment or other services; and
- J.** Disease, infection and illness including, but not limited to, MRSA, influenza, and COVID-19.

I further acknowledge that participation in the Activity could result in exposure to, or risk of contracting, COVID-19, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death.

I expressly agree and promise to accept and assume all the risks existing in this Activity, on my behalf and/or my child's behalf. I/my child is participating in this Activity voluntarily and in spite of any risks.

I agree that when I/my child is participating in the Activity, that I/we will promptly and fully cooperate with all directions of the CITY. I/We also agree that I/we will follow all of Parks' Rules and Regulations, and all applicable City, New York State, and Federal laws, ordinances, rules and/or regulations. I/We understand that my/our failure to behave appropriately may result in ejection from the Activity.

I hereby voluntary release, forever discharge, and agree to indemnify and hold harmless the CITY from any and all claims, demands or causes of action which are in any way connected with my and/or my child's participation in this Activity, and/or use of the CITY's equipment or facilities, including any such claims which allege negligent acts or omissions of the CITY except if such claims, demands, or causes of action arise out of the gross negligence or willful misconduct of the CITY.

By signing this document, I acknowledge that if anyone is hurt, or if property is damaged during my/my child's participation in this Activity, a court of law may find me to have waived my right to maintain a lawsuit against the CITY on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Name: _____

Participant Signature: _____

DATE SIGNED: _____

[PARENT(S)/GUARDIAN(S) MUST COMPLETE BOTTOM PORTION IF THE PARTICIPANT IS AN UNEMANCIPATED MINOR]

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

DATE SIGNED: _____

Emergency Phone Number: (____) _____