

FORD COMMUNITY & PERFORMING ARTS CENTER

WAIVER AND RELEASE OF LIABILITY

THE CITY OF DEARBORN IS NOT RESPONSIBLE FOR ANY INJURY OR LOSS OF PROPERTY SUFFERED BY ANY PERSON WHILE WATCHING OR PARTICIPATING IN ACTIVITIES AT THE FORD COMMUNITY & PERFORMING ARTS CENTER (FCPAC) FOR ANY REASON WHATSOEVER, INCLUDING NEGLIGENCE ON THE PART OF THE CITY, IT'S OFFICERS, ELECTED OFFICIALS, EMPLOYEES, VOLUNTEERS, OR AGENTS.

In consideration of my participation in any of the activities offered by or at FCPAC, I hereby release the City of Dearborn, its officers, elected officials, employees, volunteers, or agents, from any and all present and future claims resulting from negligence on the part of the City of Dearborn or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in any FCPAC activity or any activities incidental thereto, wherever, whenever, or however the same may occur, These activities include, but are not limited to: Personal training services, use of the climbing wall, use of the fitness equipment, pool activities, classes, and training sessions. I hereby voluntarily waive any and all claims resulting from negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

I am aware that the activities offered by or at FCPAC may be hazardous, involve risk of serious bodily injury, death, or property damage and I am voluntarily participating in these activities with knowledge of the risks. I expressly assume the risk of these dangers including, but not limited to slips, falls, objects or persons falling on persons, equipment failure, injury from equipment, and drowning, as well as other anticipated and unanticipated risks. I am aware of these risks and numerous other inherent risks in observing and participating in activities offered by or at FCPAC and I assume these risks.

I agree to indemnify and hold harmless the City of Dearborn, it's officers, elected officials, employees, volunteers, and agents for any and all claims arising as a result of my engaging in or receiving instruction in activities offered by or at FCPAC, or any activities incidental thereto.

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

HOUSEHOLD NAME _____

CLIMBER'S NAME _____ BIRTHDATE _____ AGE _____

CLIMBER'S NAME _____ BIRTHDATE _____ AGE _____

CLIMBER'S NAME _____ BIRTHDATE _____ AGE _____

CLIMBER'S NAME _____ BIRTHDATE _____ AGE _____

ADDRESS _____ APT. # _____

CITY _____ STATE _____ ZIP CODE _____

If under 18 years of age,

THIS IS TO CERTIFY THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT AND THE PAPERS TO PROVE IT, DO CONSENT AND AGREE NOT ONLY TO HIS/HER WAIVER AND RELEASE OF LIABILITY OF THE CITY OF DEARBORN, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, VOLUNTEERS, AND AGENTS BUT ALSO TO RELEASE AND INDEMNIFY THE RELEASES FROM ANY AND ALL LIABILITIES INCIDENT TO HIS/HER INVOLVEMENT IN THESE ACTIVITIES FOR MYSELF, MY HEIRS, ASSIGNS, AND NEXT OF KIN.

SIGNATURE OF PARENT/GUARDIAN _____

PRINTED NAME _____

TODAY'S DATE _____

RELATIONSHIP TO MINOR _____

DATE PROCESSED: _____ STAFF INITIALS: _____