

EVERETT RECREATION PROGRAM REGISTRATION FORM

NAME _____ D.O.B. ____/____/____ AGE ____
First Last

ADDRESS _____
No. Street City State Zip Code

SCHOOL _____ Male Female

TELEPHONE No. (____) ____ - ____ SHIRT SIZE: _____

EMERGENCY CONTACT _____
First Last

EMERGENCY CONTACT No. (____) ____ - ____ EMAIL: _____

PROGRAM _____

Checks only payable to City of Everett

WAIVER AND RELEASE BY PARENT OF MINOR CHILD FROM LIABILITY FOR PARTICIPATION IN RECREATION ACTIVITIES AT THE CITY OF EVERETT

I, _____ on behalf of _____ (hereinafter referred to as "CHILD") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge *City of Everett, 484 Broadway, Everett, MA 02149 (The City)* and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD'S participation in any of the events or activities conducted by, on the premises of, or for the benefit of The City provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that said CHILD will participate in may be inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries and death sustained to me or my property, that I or said CHILD may have against the aforementioned released party to such activity.

CHILD has the necessary and requisite skills to participate in all facets of, and activities of and requested of this facility, except as noted below. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, on behalf of said CHILD, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with The City, including but not limited to training or at the facility, using the facility/field and its equipment, practicing and/or engaging in any baseball drills, exercises, tournaments or activities, events or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, The City whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE said CHILD and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Medical Conditions. CHILD is subject to the following allergies or medical conditions, and I authorize the facility to disclose these conditions to a physician or other medical professional in the event said CHILD should require emergency medical care: _____

Prohibited Activities. As a result of the above-mentioned medical conditions, I, on behalf of said CHILD, am prohibiting involvements in the following specific activities: _____

Date

Printed Name of CHILD

Printed Name of Parent (Guardian)

Signature of Parent (Guardian)

Photograph & Video Release Form

I hereby grant permission to the rights of my child's image to be used by the City of Everett. I understand that his/her image may be edited, copied, exhibited, published or distributed.

Photographic, audio or video recordings may be used for the following purposes:

- conference presentations
- educational presentations or courses
- informational presentations
- on-line educational courses
- educational videos
- social media
- newspapers

By signing this release I understand this permission signifies that photographic or video recordings of my child may be electronically displayed via the Internet or in the public educational setting.

By signing this form I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for educational purposes.

CHILD'S Name _____

PARENT Name (print) _____

Parent's Signature _____ Date _____

I **DO NOT** grant permission to have my child's photograph taken, copied, exhibited, published or distributed.

CHILD'S Name _____

PARENT Name (print) _____

Parent's Signature _____ Date _____
