

WAIVER, RELEASE AND ASSUMPTION OF THE RISK

In consideration of the use of property, facilities and/or services of the Bryce Canyon City Wellness Center, the undersigned agrees as follows:

1. I hereby acknowledge and understand that my participation, or the participation of my minor child(ren) whose names appear below, in the City's Wellness Center or in recreational activities sponsored by Bryce Canyon City may involve bodily and/or emotional injury and death to me and/or my child(ren). In consideration of me or my child(ren) being able to participate in such events, I, for myself, my child(ren), my heirs, assigns, executors and administrators, hereby assume all risk of such injury or death, and do hereby voluntarily and knowingly indemnify, hold harmless, defend, release, waive and discharge the Bryce Canyon City, its officers, employees, and any volunteers or owner of property where such event or activity is held, from any and all suits, claims or liability, including negligence, based on any injury except that caused solely by the willful misconduct of the Bryce Canyon City that may result from me or my child(ren)'s use of the City's Wellness Center or participation in activities or events sponsored by the Bryce Canyon City Wellness Department. In addition, I agree that I or my insurance company shall be responsible and liable to pay for all medical and emergency services expenses or other expenses resulting from my or my child(ren)'s participation in such events or activities.
2. The undersigned agrees that, prior to his/her or his/her minor child(ren)'s participation in any such event or activity, he/she shall be responsible to inspect the facilities and/or equipment to be used, and that any participation in such event or activity shall constitute his/her acceptance of such facilities and/or equipment in an "as is" condition. The undersigned further agrees that if he/she believes that at any time an unsafe condition exists, he/she will immediately advise their coach or supervisor of such condition(s) and thereafter refuse to participate.
3. I hereby authorize and give my consent to the staff/coaches of Bryce Canyon City to act in my behalf as an individual, parent or guardian in accordance with their best judgment in the case of an emergency, including the authorization of emergency medical treatment or first aid for me or my minor child(ren), if I am not present or am otherwise unable to do so. In such event, I agree to assume full responsibility for all expenses, medical or otherwise, that may arise therefrom. I understand that my insurance company or I will pay for such emergency treatment.
4. I hereby certify that I am the parent, guardian or legal custodian of the minor child(ren) whose names, addresses and ages appear below.
5. By signing this Acknowledgment, Waiver and Release of Liability, I acknowledge and represent that I have read and understand its contents and disclosures, and that I agree to all terms and conditions stated herein.

6. I grant to Bryce Canyon City, the right to take photographs of me and my family in connection with the above-identified event. I authorize Bryce Canyon City, its assigns and transferees to copyright, use and publish the same in print and/or electronically.

7. I agree that Bryce Canyon City may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

(Name/Names of minor child/children)

(Signature of Parent or legal guardian if for a minor child)

Date _____

(Signature of Adult participant)

Date _____