## The City of Beacon

1 Municipal Plaza Suite 4 Beacon, NY 12508

## WAIVER and RELEASE of LIABILITY

In consideration of the City of Beacon, its officers, directors, employees and volunteers furnishing services and/or equipment and/or facilities to enable me to participate in the <u>Wednesday Night Women's</u> <u>Volleyball League</u> and/or transportation to and from such activities, I agree as follows:

I fully understand, acknowledge and agree that: (1) there are risks and dangers inherent in my participation in such activities and in my use of equipment and facilities provided; (2) these risks and dangers may be caused by the negligence of the City of Beacon, its officers, directors, employees and volunteers, the negligence of other participants, the negligence of others, and by accidents, breaches of contract, forces of nature, or other causes; (3) these risks and dangers may arise from foreseeable or unforeseeable causes; and (4) by my participation in these activities, I hereby assume all such risks and dangers and all responsibility for any losses and/or damage, whether caused in whole or in part by negligence of the City of Beacon, its officers, directors, employees or volunteers, or by any other person.

I, on behalf of myself, my personal representatives, and my heirs voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the City of Beacon, its officers, directors, employees and volunteers from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, personal income and otherwise which may arise out of my participation in the proposed activities or use of equipment or facilities provided in connection therewith. I specifically understand I am releasing, discharging and waiving any claims or actions I may have presently or have in the future for all actions, omissions or other conduct by the City of Beacon, its officers, directors, employees and volunteers.

While participating in the forgoing activities offered by the City of Beacon, its officers, directors, employees and volunteers are in no way responsible for loss or damage to personal items, including my vehicle.

I further understand, acknowledge and agree that outdoor sports activities are an athletic activity and require a certain amount of physical fitness. I do not suffer from chronic wrist, arm, shoulder, neck, back, leg or knee problems, or if I do, I have consulted my physician before participating in the above mentioned activities. If I require medication for any reason, it is my sole responsibility to bring such medication with me when participating in the programs offered by the City and to inform the City of Beacon, its officers, directors, employees and volunteers of my condition before beginning the above mentioned activities.

I authorize and agree to use by the City of Beacon, its officers, directors, employees and volunteers of any and all photographs which may be taken of any aspect of the program and which may include my image.

I have read the above waiver and release, and by signing it, agree it is my intention to exempt the City of Beacon, its officers, directors, employees and volunteers from liability for personal injury, property damage, and/or wrongful death by negligence or any other cause.

PARTICIPANT NAME:	
PARTICIPANT ADDRESS:	
PARTICIPANT DOB:	PHONE NUMBER:
EMERGENCY CONTACT:	PHONE NUMBER:
PARTICIPANT SIGNATURE:	