



Belle Plaine Parks & Recreation Commission
PO Box 31, Belle Plaine, KS 67013
www.bpparksandrecreation.com

Waiver, Release of Liability, and Image Release

Please read the document carefully before registering for each season. Each participant, and/or their parent/guardian if the participant is under 18 years old, is required to acknowledge the Waiver and Release of Liability online before the season begins. As the participant, and/or the parent/guardian of the participant, I hereby assume all of the risks of participating in recreational activities provided by the Belle Plaine Parks and Recreation Commission, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault. As the participant, and/or the parent/guardian of the participant, I certify that I am and/or the participant is physically fit and have/has not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude participation in recreational activities. I acknowledge that this Waiver and Release of Liability will be used by the organizers of the recreational activities in which I and/or the participant may participate and that it will govern actions and responsibilities at recreational activities. In consideration of my online registration and permitting me, and/or my minor participant, to participate in recreational activities, I hereby take action for myself, and/or the participant, my/their executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) As the participant, and/or the parent/guardian of the participant, I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including traveling to and from recreational activities. THE FOLLOWING ENTITIES OR PERSONS: Belle Plaine Parks and Recreation Commission, and/or their coaches, agents, representatives or volunteers.

(B) As the participant, and/or the parent/guardian of the participant, I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned above from any and all liabilities or claims made as a result of participation in recreational activities, whether caused by negligence or otherwise.

I acknowledge that recreational activities may carry with it the potential for death, serious injury, and personal loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and lack of hydration. I consent and agree that Belle Plaine Parks and Recreation Commission, and/or their coaches, agents, representatives or volunteers may take photographs or digital recordings of me and/or my minor participant, as a participant during recreational activities and use these in any and all media for training or promotional purposes. I further consent that my identity, and/or that of my minor participant, may be revealed therein or by description text or commentary. I waive any rights, claims or interest and I understand that there will be no financial or other remuneration. The waiver, release of liability, and image release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THE WAIVER, RELEASE OF LIABILITY, AND IMAGE RELEASE, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I CONSENT ON MY OWN FREE WILL. If acting on behalf of a minor child, I certify that I am the minor's parent and or guardian and hereby represent that I am, in fact, acting in such capacity, and consent to the minor or ward's participation in the recreational activities, and agree individually and on behalf of the child or ward, to the terms of the waiver, release of liability, and image release. I further agree to save and hold harmless and indemnify each and all parties involved with recreational activities from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect on lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.