Participant Name: _____ **DOB:** _____ **Age:** _____

Parent/Guardian Name: _____ **Email:** _____

Phone: _____ **Address:** _____

T-shirt size: (please circle one) YS YM YL AS AM AL AXL

Payment Type: Cash Check Credit Card If writing a check, please make payable to City of Gardner

Credit Card Number: _____ **Exp. Date:** _____ **CVC:** _____

LIABILITY RELEASE: I, as a participant or legal guardian representing a minor participant, agree to release the City of Gardner, its officers, employees and volunteers, from any and all liability for accidents, injuries, loss of and/or damage to my/our person or property that may arise out of my/our participation in/and our presence at the above activity. I/we understand the risks and possible dangers of participating in this activity. Also, I/we authorize the Gardner Parks and Recreation Department to use at its discretion any video or photograph(s) (black/white or color) taken of the participant while participating in the program and waive any and all claims that the participant or the undersigned or their heirs, executors, administrators, or assigns may have or claim to have resulting from such videos or photograph(s) or reproductions thereof. I have entered into this agreement of my own free will.

GARDNER KANSAS Parks and Recreation

Gardner Parks and Recreation
120 E. Main Street
Gardner, KS 66030
913-856-0936
www.gardnerparks.com

I have read and understand the liability release and refund policy. Registration invalid without signature.

Signature: _____ **Date:** _____

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT
In consideration of being allowed to participate in the City of Gardner's athletic programs, events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE CITY OF GARDNER, including the officers, officials, employees, agents or representatives of the City, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the City of Gardner their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature:_____

Date signed: _____