

Gorham Parks & Recreation Department

Waiver and Release of Liability

In consideration of the named participant being allowed in any way in the Town of Gorham, Parks & Recreation Department programs, events and activities, the participant's parent / guardian acknowledges and agrees to the following:

The risk of injury to (participant's name) directly or indirectly related to or arising out of recreation programs, events and activities is significant, including the potential for all manner of physical injury, psychiatric injury, property damage and/or economic loss, including but not limited to permanent paralysis and death; and,

I KNOWINGLY AND FREELY ASSUME ALL RISKS OF INJURY, HARM OR LOSS TO THE PARTICIPANT, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for the above participant's participation in Gorham Recreation programs, events and activities; and,

I willingly agree to comply, and instruct the participant to comply, with the stated and customary terms and conditions for participation in recreation programs, events and activities. If I or the participant observe any unusual or significant hazard during the participant's presence or participation, I or the participant will cause the participant to cease all participation, or otherwise avoid the hazard, and bring such hazard to the attention of the nearest supervisor or official immediately; and,

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEARBY RELEASE AND HOLD HARMLESS the Town of Gorham, the Gorham Parks & Recreation Department, and all Town of Gorham and/or Gorham Parks & Recreation Department officials, agents, employees and volunteers, as well as other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the program, activities or events ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, HARM, DISABILITY, DEATH, PROPERTY DAMAGE OR LOSS WHATSOEVER OCCURRING TO ME AND/OR THE PARTICIPANT, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF AND THE PARTICIPANT BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I UNDERSTAND THIS WAIVER AND RELEASE OF LIABILITY INCLUDES A RELEASE AND WAIVER OF ANY AND ALL CLAIMS THAT ARE BASED ON THE NEGLIGENCE OF THE RELEASEES.

I certify that, as parent / guardian with legal responsibility for the participant, do hereby consent to the participant's participation in Gorham Parks & Recreation programs, events and activities and having full legal authority hereby execute this Waiver and Release of Liability on behalf of myself and the participant.