

# MCDERMONT FIELD HOUSE/LINDSAY WELLNESS CENTER

## WAIVER AND RELEASE OF LIABILITY

---

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Phone: \_\_\_\_\_ Emergency Contact (Number): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Activities to include but not limited to: Flow Rider, Laser Tag, Bounce Houses, Rock Climbing Wall, Sports, Recreation, Skate Park, Aquatics Center, Lindsay Wellness Center, and its programs.**

I, the undersigned, certify that I am in good physical condition and wish to participate in the activities and the McDermont Field House/Lindsay Wellness Center. If I am pregnant, I understand that I may be limited in what activities I participate in.

I hereby acknowledge that I have voluntarily applied to participate in recreational activities at the McDermont Field House/Lindsay wellness Center including, but not limited to those outlined above.

I am aware that serious accidents occasionally occur in conjunction with the types of sports and activities offered at the McDermont Field House/Lindsay Wellness Center; and that participants may sustain serious injury or even death and/or property damage as a consequence thereof. I understand that there is risk of injury to muscles, tendons, ligaments, joints, ankles, knees, legs, arms, wrists, and hands while competing in various sporting events and activities offered at the McDermont Field House/Lindsay Wellness Center. I understand that none of the sporting equipment, exercise equipment or sports and activities facilities can be guaranteed to be free of defects and that there is a risk of injury as a result of the normal wear and tear on such. I understand that in addition to the above-mentioned risks, there are unpredictable dangers involved in the types of sports and activities offered at the McDermont Field House/Lindsay Wellness Center. If, however, I observe any unusual and/or significant hazard I will bring such to the attention of the nearest official immediately and remove myself from participation if necessary.

In consideration of my participation in the sports and activities offered at the McDermont Field House/Lindsay Wellness Center, I voluntarily release the McDermont Field House/Lindsay Wellness Center, the City of Lindsay, or their officers, agents, employees and volunteers from any and all liability for injuries or deaths, or property damage resulting from or in any way connected with my participation in the sports and activities offered at the McDermont Field House/Lindsay Wellness Center, and I understand that this waiver and release is applicable even through the negligent activities of the McDermont Field House/Lindsay Wellness Center, the City of Lindsay, the sponsors, or their officers, agents, employees or volunteers may have caused or my heirs and dependents as well as myself.

I freely and voluntarily expressly assume all the risks of participating in these sports and activities. I also certify that I am physically fit, have sufficiently trained for participation in the sports and activities offered at the McDermont Field House/Lindsay Wellness Center and have not been advised otherwise by a qualified medical person. I authorize you to call my family physician in case of emergency. I understand that during practice and competition or related activities, I may be photographed. I agree to allow photos, videos or film likeness of me to be used for any legitimate purpose by the program officials, producers, sponsors, organizers or assigns. Lastly, I agree to accept and abide by the rules and regulations of the McDermont Field House/Lindsay Wellness Center and the City of Lindsay.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

If participant is not yet of legal age, the Waiver of Liability must be read and agreed by his/her parent or legal guardian.

**I, PARENT OR LEGAL GUARDIAN OF PARTICIPANT, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.**

**Name of Parent or Legal Guardian:** \_\_\_\_\_

**Signature of Parent or Legal Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_