

General Liability Waiver

I, the parent and/or legal guardian of _____ (name of child), a minor child, understand that the Mendon Parks Department and its staff members make every effort to conduct safe programs, events and activities, to orient and support children, and to inform families of inherent risks. Some programs, events and activities may involve risks that children do not routinely encounter at home. Risk management is an essential element of all the programs, events and activities offered. While the Mendon Parks Department anticipates that these efforts will ensure the wellbeing of each child, we are also aware that it is neither possible to foresee every contingency nor to eliminate all risk.

Other risks may be inherent in programs, events and activities sponsored, conducted, organized or provided by the Mendon Parks Department. We understand the nature of these programs, events and activities, as well as the child's experience and capabilities. I believe my child to be qualified, in good health, and in proper physical condition to participate in these programs, events and/or activities. We are aware of all risks of damage or injury associated with the child's participation in these programs, events and activities, all such risks being known and appreciated by us. I hereby agree on behalf of myself and my child to assume such risks (actual or inherent).

I understand and agree, on behalf of myself and my child, that my child shares the responsibility for safety during Mendon Parks Department programs, events and activities, and I personally assume that responsibility on behalf of myself and my child. I understand and agree that my child's participation in the Mendon Parks Department's programs, events and activities is completely voluntary, and that I have become familiar with the programs, events and activities in which my child may participate.

In consideration of my child being permitted to participate in these programs, events and activities, my child and I, on behalf of ourselves and our respective representatives, successors, agents, assigns and any person claiming by, under, through, or in concert with us, do hereby forever unconditionally, voluntarily, knowingly, and irrevocably release, acquit, discharge, agree not to sue, and agree to indemnify and hold harmless the Town of Mendon and the Mendon Parks Department and their past, present and future departments, boards, employees, officials, agencies, volunteers, representatives, successors, agents, and assigns, from and against any and all actions, claims, demands, damages, causes of action, losses, costs (including attorney fees), injuries, liabilities and obligations of every kind and description, both at law and in equity, known or unknown, anticipated or unanticipated, which I may now or hereafter have as the parent and/or legal guardian of my child or which my child has or hereafter may acquire, either before he/she or after he/she has reached his/her age of majority, against said releasees collectively or against any one or more of them, in any way arising out of, in connection with, or incident to, my child's participation in the Mendon Parks Department's programs, events and activities, wherever occurring, including, but not limited to, for any parental loss of consortium and/or for personal and/or emotional injury that my child may suffer.

Parent/Guardian Signature _____ **Date** _____

Printed Name of Parent/Guardian _____