DUNEDIN RECREATION DIVISION RELEASE, WAIVER AND INDEMNIFICATION CHILD

for myself, my heirs and personal representatives, and for the minor child and his/her heirs and personal representatives, hereby assume for myself and for said child, all liabilities, risks, injuries and hazards incidental to participation in all activities and programs offered by the City of Dunedin Recreation Division or other sponsoring organization in which said child participates, including transportation to or from said activity. I represent that I am the natural parent or legal guardian of such child and have full lawful authority to execute this release, waiver and indemnification on behalf of said child, binding myself and said child and the child's heirs and personal representatives to the undertakings herein set forth. I acknowledge the fact that this program may/or does involve physical contact or other conditions where injuries may occur. I do hereby waive, release and agree to hold harmless the CITY OF DUNEDIN, its officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for and from any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of the CITY OF DUNEDIN, its agents or employees and sponsors or activity supervisors, arising from the child's participation in the said activity. I assume all risk of injury, liability, and loss arising from the child's participation in or presence at said activity. I acknowledge that the CITY OF DUNEDIN will not assume any costs relating to any injury while the child is involved in this activity.

This waiver, release and indemnification is in consideration of the CITY OF DUNEDIN or activity sponsor permitting the child's participation in the activity or program and in further consideration of the CITY OF DUNEDIN not requiring self-funded liability insurance coverage as a condition precedent to the child's participation in the activity. I freely and voluntarily assume for myself and for the said child all risk of loss or injury arising from the child's participation in the activity whether due to the child's negligence. or the negligence of others. I acknowledge that, absent this release and indemnification, the CITY OF DUNEDIN or other sponsor of the activity would not have offered the child access to the activity because of unacceptable exposure to liability claims or the expense of providing a program that is risk-free.

I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I and the child might otherwise be entitled if the child is hurt or suffers loss during the child's participation in the activity. I represent and warrant that I have full legal authority to execute this form for the purposes expressed herein as legal or natural guardian of the minor child.

YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT.

YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS.

YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.

SIGNED THIS _____ DAY OF _____, 20

Signed in the presence of the following witnesses:

8/04 Youth Agreements

I.