

IMPORTANT - LIABILITY WAIVER AGREEMENT

Participant/Parental Statement of Agreement

Assumption of Risk, Liability Release, Indemnification and Refund Policy

1. I hereby recognize and acknowledge that my and/or my child(ren's) participation in recreational activities conducted through the North Logan Parks and Recreation Department may involve bodily injury and exposure to communicable diseases of any kind, including without limitation the novel coronavirus COVID-19, which injury or exposure may result in severe illness or even death to me and/or my child (the "Risks"). In consideration of me or my child(ren) being able to participate in activities, I, for myself, my child(ren), my heirs, my executors, administrators, and assigns, hereby voluntarily and knowingly agree to indemnify and hold harmless, defend, release, waive and discharge North Logan City and the North Logan Parks and Recreation Department, their respective administrators, officers, employees, volunteers, directors, agents, coaches, coordinators and instructors of programs on contract with North Logan City and the North Logan Parks and Recreation Department, and other employees or volunteers of these organizations, sponsoring agencies, advertisers, and, if applicable, owners and lessors of premises used to conduct the activities, all of which are hereinafter referred to as "Releasees," from any and all suits, claims, demands, damages, costs or fees that may arise out of or result from my or my child(ren's) participation in said recreational activities including actions authorized by Paragraph 4, below. I agree that I or my insurance company will pay for all medical, hospitalization, or any other expenses resulting from my or my child(ren's) participation in such activities.

2. The undersigned agrees that prior to participation I will: a. inspect the facilities and/or equipment to be used, and if I believe anything is unsafe, I will immediately advise management, the coach or supervisor, of such condition(s) and refuse to participate; b. agree that as the parent(s) or legal guardian(s), I will instruct my minor child(ren) prior to participating, to inspect the facilities and equipment to be used, and if my child(ren) believes anything is unsafe, they will immediately advise his or her coach or supervisor of such condition(s) and refuse to participate. I represent and warrant that (1) I and my child(ren) are in good health and in a physical condition capable of participating in the recreational activities conducted through North Logan Parks and Recreation Department and using the equipment and facilities provided by the same, (2) I have adequate medical or other insurance to cover and pay for any possible injury that may occur to me or the minor children, including without limitation any intensification or exacerbation of injury resulting from any preexisting medical or physical condition, (3) I am the parent or guardian of the minor children I have registered to participate, and (4) I and the minor children will read and follow all rules of recreational activities, equipment, and facilities of North Logan City, including without limitation, the rules posted on signs within the field or facility being used and any rules or restrictions promulgated or imposed by the Governor of the State of Utah or the State or local departments of health related to the novel coronavirus COVID-19 or any other pandemic.

3. I hereby assume the Risks and accept personal responsibility for the damages following any injury, permanent disability or death resulting therefrom.

4. I hereby authorize the staff/coaches of the North Logan Parks and Recreation Program to act in my behalf in accordance with their best judgment in case of an emergency. In the event that I or my child(ren) sustain injury or illness while participating, I hereby authorize any first aid, medication, or medical treatment deemed necessary by the staff, coaches and/or licensed medical personnel to be performed on me or on my behalf, and/or on my child(ren), if I am not immediately able or available to do so. I agree to assume full responsibility for all expenses, medical or otherwise, that may arise there from. I understand that I or my insurance company will be responsible for and pay for such emergency treatment.

5. I hereby consent, for me and for my child(ren) to allow our picture and/or likeness, to appear in any official documentary, promotional, exclusive television, radio or film coverage on the Recreation Department in any manner incidental to my participation in the activities of the North Logan Parks and Recreation Department without compensation to me or to my child(ren).

6. Concussion Policy: See handouts or visit northloganrec.org

7. Refund Policy: The North Logan Parks and Recreation Department may withhold 25% of any refund due or resulting from any recreation program for administrative costs. No refunds will be given after the league schedule has been made, or after first day of the program (whichever comes first). All refunds must be requested in person and accompanied with a written refund request. Refunds will be issued according to City Policy.

8. As used in this document, I shall include we, he, she, or they, and they, he, she, or we, shall include I, my, myself, me or mine shall include our, theirs, his, her and our, theirs, his, her shall include my, myself, me or mine, and the masculine shall include the feminine, and the feminine the masculine, and the plural shall include the singular, and the singular, plural, all when the context so requires.

By signing this document, I acknowledge having read the Participant/Parental Statement of Agreement, Assumption of Risk, Liability Release and Indemnification. I understand its contents and disclosures, and I agree to abide by the terms and to abide by the rules and regulation as set forth and as established or amended by city management. I also acknowledge that I have read and understand the Concussion and Traumatic Head Injury Information Sheet and the Concussion and Traumatic Head Injury Policy, and that I agree to abide by the City's Concussion and Traumatic Head Injury Policy.

I have read the waiver and liability release included with this form (front & back); I understand its contents and disclosures and I agree to its terms.

Signature: _____ Date: _____

Participant(s) Name: _____

Parent/Guardian's Name: _____