



Voluntary Recreational Activity Liability Waiver and Release / Informed Consent Form

PLEASE READ THIS DOCUMENT CAREFULLY-THIS WAIVER AND RELEASE AFFECTS THE LEGAL RIGHTS OF YOU AND YOUR CHILD

I, _____ (*Participant Name*), have voluntarily chosen to participate in WINDSOR GRIND ANNUAL SKATEBOARD AND SCOOTING EVENT (hereinafter referred to as the "Voluntary Recreational Activity") provided or sponsored by Clearview Library District; collectively known as the "District." This Liability Waiver and Release is entered into by Participant, Parent or Guardian, and the District in conformity with C.R.S. Sec. 13-22-107. I recognize that my participation in the Voluntary Recreational Activity is voluntary and may involve strenuous physical activity including, but not limited to, skateboarding, scooting, muscle strength, coordination, agility, endurance, cardiovascular conditioning, and other various activities and my participation is strictly on a volunteer basis.

I acknowledge that skateboarding, scooting, and all physical exercise have inherent dangers, and I fully realize the risks to my person associated with the use of any equipment and exercise activities. I understand and acknowledge that any sport, exercise, or fitness activity involves a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death. I am accepting such risks and volunteering to participate with full understanding of the dangers involved. I fully assume all risks associated with my participation in the Voluntary Recreational Activity including but not limited to: the District's negligence in design, maintenance, supervision, instruction or warning, inadequate safety equipment, the negligence of other users, or the use of any equipment by myself or others, surface hazards, and fixed or moving objects. I understand that the Voluntary Recreational Activity is not medically supervised, and may be led by independent contractors or other program participants who are not employees or agents of the District. I agree not to hold the District or any of its affiliates responsible for any actions or omissions of the independent contractors or other program participants.

I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation. I have been advised that an examination by a physician should be obtained by anyone prior to commencing any sport, fitness and / or exercise program or activities, or initiating a substantial change in the amount of regular physical activity performed. If I have chosen not to obtain a physician's consent prior to participating in any such fitness program or activities, I hereby agree that I am doing so solely at my own risk. I understand that it is my sole responsibility to participate in sports, exercises, and activities that are appropriate for the current status of my health. If I have any questions or concerns about whether or not a particular activity is appropriate to my current health status, I understand it is my responsibility to ask my doctor if this activity is appropriate before I participate in such activity.

In consideration of my participation in this activity, I, _____ (*Participant Name*), and _____ (*Parent or Guardian if under 18*) hereby forever waive and release the District, its successors and assigns, its affiliates and their respective officers, directors, and employees



(collectively, the “District Indemnitees”), to the fullest extent permitted by law, from any and all claims, costs, liability and expense, cause of action (collectively, the “Losses”), for any injury, loss or damage whether known, anticipated or unanticipated arising from my voluntary participation in the Voluntary Recreational Activity. I agree to indemnify, defend and hold the District Indemnities harmless against any and all Losses of any person or entity that may arise from my acts or omissions.

The undersigned hereby give the District and the Town of Windsor (“Town”) permission to take, publish, copyright, distribute and / or display media images of me taken on the below listed date. I understand that the District and / or the Town may use, re-use, publish and re-publish the media images in whole or in part, individually or in conjunction with other photographs or images, in any medium. I understand that my participation in this media project is strictly voluntary. As such, I relieve and hereby agree to hold the District and the Town free and harmless from any and all liability arising out of the release of photograph, videotape, film, or sound recording and subsequent publication or broadcast. I understand that the photo session(s) or interview(s) are being carried out upon my consent and authorization and so assume full responsibility.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS FORM IN ITS ENTIRETY AND FULLY UNDERSTAND IT. I UNDERSTAND THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN RIGHTS I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE DISTRICT. I FURTHER REPRESENT THAT I AM OVER 18 YEARS OF AGE (IF UNDER 18, A PARENT’S OR GUARDIAN’S SIGNATURE IS REQUIRED).

Participant Signature _____

Parent or Guardian Signature _____

Date _____