



Havelock Parks and Recreation Waiver and Release of Liability Form



DISCLAIMER: The City of Havelock and Havelock Parks and Recreation is not responsible for any injury (or loss of property) to any person suffered while participating or in any other way involved at the **"City of Havelock Parks and Recreation Facilities"** for any reason whatsoever, including negligence on part of Havelock Parks and Recreation, its Agents or Employees.

In consideration of my participation, I hereby release and covenant not to sue the City of Havelock, Havelock Parks and Recreation, the City of Havelock Board of Commissioners and any of their employees, instructors, or agents. And/or assignees from any and all present and future claims resulting from ordinary negligence on the part of Havelock Parks and Recreation or others listed for property damage, personal injury or wrongful death, arising as a result of my engaging in or receiving instruction while participating at the **"City of Havelock Parks and Recreation Facilities"** incidental thereto, wherever, whenever or however the same may occur.

I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by my family, my estate, heirs, assignees or me. Further, I understand that participating at the **"City of Havelock Parks and Recreation Facilities"** involves certain possible risks, including but not limited to: death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injuries to virtually all bones, joints, muscles and internal organ, and that procedures taken for my protection may be inadequate to prevent serious injury. I also understand that participation at the **"City of Havelock Parks and Recreation Facilities"** exposes me to the possible reckless conduct of other participants.

In addition, I understand that participation at the **"City of Havelock Parks and Recreation Facilities"** involves activities incidental thereto, including but not limited to: travel to and from the site of the activity; traveling through or to areas that may be remote from available medical assistance.

I am voluntarily participating in the activity with knowledge of the possible danger involved, and hereby agree to accept any and all inherent risk of property damage, personal injury and death. I further agree to indemnify and hold harmless the **"City of Havelock Parks and Recreation Facilities"** and others listed for any and all claims arising as a result of my engaging in or participating at the **"City of Havelock Parks and Recreation Facilities"** activities incidental thereto, wherever, whenever or however the same may occur.

I have read this form, I affirm that I am of legal age, I am freely signing agreement, and I fully understand the risks associated with and my participation at the **"City of Havelock Parks and Recreation Facilities"**. By **signing this form** I am acknowledging that this an agreement that I am giving up legal rights and/or remedies, which may be available to me for ordinary negligence of Havelock Parks and Recreation, or any of the parties listed above.

It is acknowledgement and understanding that this waiver is intended to be as broad and inclusive as permitted by the laws of North Carolina, and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect, and further agrees that any venue for legal proceeding shall be in North Carolina. **Any signature on this document acknowledges understand, comprehension, and an agreement to abide by the guidelines established and set forth by the City of Havelock and the Havelock Parks and Recreation in previous statements, as found on this document.**

The City of Havelock reserves the right to photograph facilities, activities and program participants for potential future use. All photos remain the property of the City of Havelock and may be used for art projects, good behavior recognition, and occasion publicity and promotional purposes. My signature authorizes the use of such photographs for such purposes and releases the city from any and all liability and/or obligation to me and/or my child(ren) for the use of such photographs.

Name _____

Date _____

Signature _____

Date _____

"If you are a minor (under age 18), your parent or legal guardian must sign this agreement on your behalf"

Name of Minor _____

Age of Minor _____

Signature of Parent/Guardian _____

Date _____