



## **Waiver and Release of Liability Agreement Community Services, Programs and Events**

### **Risk acknowledgment:**

I acknowledge that the City of Thornton Community Services' programs and events entail inherent risks. Those risks include, but are not limited to, death, bodily injuries, disability, personal injury, and property damages. I hereby assume all of the risks in my, or my child's/dependent's, participation in the program or event. If applicable, I represent that I am, or my child/dependent is, in good health and physically capable of participating in a program or event involving physical activities which may be strenuous and hazardous. I acknowledge and agree that I will accept full responsibility for my own safety or the safety of my child/dependent and will respect the safety of other participants.

### **Waiver, release, and covenant not to sue:**

In consideration of permission given or to be given to me or my child/dependent to participate in City of Thornton Community Services' programs or events and to use its facilities, and subject to the rights, privileges, immunities and limitations of the Colorado Governmental Immunity Act (CGIA), C.R.S. 24-10-101 et seq., each of the undersigned hereby covenants and agrees not to sue the City of Thornton, its directors, officers, employees, volunteers, or agents for any loss or damage, including death, sustained while participating in the program or event or using the facilities, and is fully responsible for any such loss or damage. Each of the undersigned hereby further agrees to fully release, indemnify, and hold harmless the City of Thornton, its directors, officers, employees, volunteers or agents from any and all causes of action, demands, claims, losses, or damages, of any nature whatsoever, including but not limited to, a claim for negligence, unless otherwise provided in the CGIA, which participant, his/her heirs, representatives, executors, administrators, or assigns may now have, or have in the future, against the City of Thornton. This waiver, release, and covenant not to sue shall be construed broadly to provide a release or waiver to the maximum extent permissible under Colorado law.

### **Permission for emergency medical services:**

In consideration of the possibility of an incident, the participant hereby consents to emergency transportation and treatment necessary in the event of an injury or illness. Participant hereby accepts responsibility for the payment of any emergency transportation and treatment expenses and any subsequent medical bills. Participant acknowledges that the City of Thornton has not purchased any health or accident insurance to cover such expenses and is not responsible for such expenses.

### **Permission for photography/video:**

I understand that during the program or event, I, or my child/dependent, may be photographed. I agree to allow my photo, video, or film likeness or that of my child/dependent be used for any legitimate purpose by the City of Thornton.

### **Agreement and signatures:**

Each of the undersigned represents and promises that he/she (1) has full authority to execute this document; (2) has fully read this document; (3) would not have signed this document unless he/she fully

understood its intent to bar any future claims against the released parties and to protect the released parties from any future loss of liability arising out of or resulting from participation in the program or event by the undersigned or, if applicable, the minor child/dependent; (4) has had the opportunity to have his/her attorney review this document and explain this document to him/her if I desired; and (5) that this document has been signed by the parent or guardian of any child/dependent, if applicable. Each of the undersigned agrees and understands that the duration of this agreement is perpetual and will not be invalidated by the mere passage of time. The undersigned agrees and understands that this agreement remains valid unless and until the undersigned executes a subsequent agreement authorized by the City of Thornton.

**CPRA/CARA Release**

I am the parent or legal guardian of \_\_\_\_\_, a participant at the Thornton Teen Center which is sponsored by the Community Services Department of the City of Thornton ("City"). I hereby give permission for my child to take part in activities at the Thornton Teen Center.

I hereby give permission for my child to purchase a Teen Center ID Card and represent that the information on this form is accurate.

I agree that in the event that any equipment that my child uses is damaged while in the use by my child that I will be financially responsible for the cost to repair or replace the equipment.

Further, my child agrees to comply with the Thornton Teen Center Rules, as they may be amended from time to time, and that my child will be subject to the penalties included in the rules in the event of noncompliance.

I \_\_\_\_\_, agree that so long as I am a participant at the Thornton Teen Center, I will abide by the Rules of the Teen Center, as they are changed from time to time.

\_\_\_\_\_  
Signature of Participant  
Participant's Name: \_\_\_\_\_

\_\_\_\_\_  
Date

Participant's Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact and phone number: \_\_\_\_\_

Parent/Guardian has read this agreement and agrees to their child's or dependent's adherence to all of its elements:

Parent/Guardian name: \_\_\_\_\_

Parent/Guardian Date of birth: \_\_\_\_\_

Parent/Guardian Phone number: \_\_\_\_\_

Signature and Date: \_\_\_\_\_