

Minor Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in Moon Parks and Recreation Programs, now or any time in the future.

Acknowledgment of Risk

I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in Moon Parks and Recreation activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Moon Parks and Recreation program participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Moon Parks and Recreation program participation and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

Initial

Participating in Moon Parks and Recreation programs or accessing Moon Parks and Recreation facilities could increase the risk of contracting COVID-19. Moon Parks and Recreation in no way warrants that COVID-19 infection will not occur through participation in Moon Parks and Recreation programs of accessing Moon Parks and Recreation facilities.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of _____'s participation in Moon Parks and Recreation programs, I, _____, the parent/guardian of the minor named above, affirm that I am at least eighteen (18) years of age and agree to release on behalf of myself and the minor named above, my heirs, assigns, representatives, family members, estates, and next of kin, **HEREBY DO RELEASE** Moon Parks and Recreation, its owners, officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Moon Parks and Recreation on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Moon Parks and Recreation facilities/equipment or participation in Moon Parks and Recreation programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. _____ Initial

In consideration of the named minor's participation in Moon Parks and Recreation programs, I, the undersigned parent/guardian of the named minor, agree to **INDEMNIFY AND HOLD HARMLESS**

Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's Moon Parks and Recreation program participation.

I, for myself and the Participant, willingly assume any risks associated with our presence and participation and accept that there are also risks that may arise due to other participants, which I also willingly assume.

I agree that the Participant and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions from Moon Parks and Recreation staff as conditions for our presence and participation in any activities of any nature at Moon Parks and Recreation programs. I further consent to Moon Parks and Recreation staff taking my or the Participant's temperature, and I acknowledge that the Participant and I may be denied access to or forced to vacate Moon Parks and Recreation programs if either of us evidence any symptoms of sickness or illness, including, without limitation, symptoms of exposure to bacteria, fungus, viruses, unknown contagious diseases, or COVID-19.

I hereby certify on behalf of myself and the named minor that I have full knowledge of the nature and extent of the risks inherent in Moon Parks and Recreation program participation and that I, on behalf of myself and the named minor, am voluntarily assuming said risks. I understand that I and the named minor will be solely responsible for any loss or damage, including personal injury, property damage, or death, the named minor sustains while participating in Moon Parks and Recreation programs and that by signing this agreement I, on behalf of myself and the named minor, HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in Moon Parks and Recreation programs.

The invalidity or unenforceability of any provision of this Waiver shall not affect the validity or enforceability of any other provision of this Waiver, which shall remain in full force and effect.

By signing this document, I acknowledge that I am voluntarily giving up important legal rights and that if anyone is hurt or property is damaged during our presence or participation in any activities, I may be found by a court or arbitrator to have waived my right to maintain a lawsuit or pursue damages on my own behalf and on behalf of the Participant against the Released Parties for any claim from which I may have released them in this Agreement.

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named minor. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

Participant Name (Print Clearly)

Date

Parent/Guardian Signature

Parent/Guardian Name (Print Clearly)