

**TROUP COUNTY PARKS & RECREATION COMMISSION  
RELEASE OF LIABILITY AND INDEMNIFICATION**

(This document affects your legal rights and by signing this document you will waive certain rights including the right to sue. YOU MUST READ, UNDERSTAND AND SIGN)

Name of Participant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_  
(Complete if Participant is under 18 years old)

FOR AND IN CONSIDERATION OF the above-named Participant being allowed to enter onto the premises and participate in any way in the Troup County Parks & Recreation Commission programs and related events and activities, including, but not limited to, observation and use of facilities or equipment, the undersigned acknowledge, appreciate, and agree as follows:

**WAIVER AND RELEASE**

I, the Participant or the Parent/Guardian of the above-named Participant who is under 18 years old, agree for myself, my heirs, successors, executors, and subrogees, and hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Troup County, Georgia and Troup County Parks & Recreation Commission, their directors, officers, elected officials, agents, employees, and volunteers (the "Releasees") from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in Releasees' programs/activities including, but not limited to, Releasees' provision of transportation in connection with such programs/activities. I understand and acknowledge that this Agreement includes and encompasses NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, disability, paralysis, or death to me, my child/ward, or my property as a result of my engaging in these activities or the use of these services, facilities or equipment, or from transportation provided by Releasees in connection with the same, whether such damage, loss, injury, disability, paralysis, or death results from negligence of Releasees or from some other cause.

I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Troup County, Georgia and Troup County Parks & Recreation Commission, their directors, officers, elected officials, agents, employees and volunteers as a result of any injury, paralysis, or death suffered in connection with my use and participation in the programs/activities of Releasees, including, but not limited to, Releasee' provision of transportation in connection with such programs/activities.

I understand that the Releasees include governmental entities and/or their agents, officers and employees and that the above waiver and release of liability specifically includes, but is not limited to, any claim I may have against Releasees for the negligent performance of, or failure to perform, ministerial acts or functions.

IN SIGNING THIS AGREEMENT, I FULLY UNDERSTAND THAT IF ANYONE IS HURT OR DIES, OR IF PROPERTY IS DAMAGED WHILE I, OR MY CHILD/WARD, IS PARTICIPATING IN RELEASEES= PROGRAMS/ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM, FILE A LAWSUIT, OR COLLECT DAMAGES FROM THE RELEASEES, EVEN IF THE RELEASEES NEGLIGENTLY CAUSE THE BODILY INJURY OR PROPERTY DAMAGE

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

I understand and acknowledge that the activities in which I, or my child/ward, will be voluntarily engaging in as a participant and/or volunteer bear certain risks which could result in injury, temporary or permanent disability, death, or damage to my property or to spectators or other third parties. I know that I, or my child/ward, risks injury or death by engaging in these activities. These risks include, but are in no way limited to the following:

1. The risks inherent in the activities of riding bicycles, skating, skateboarding, inline skating/roller blading, inline hockey, indoor soccer, BMX biking, aerobics including, but not limited to, falling, coming into contact with walls, poles, supports, structures, barriers, gates, railings, ramps, pucks, sticks, balls, goals, other equipment, or other persons.
2. The discretionary and/or ministerial acts or omissions or negligence of the Releasees.

3. Defects, latent or apparent, in the premises, property and equipment of Releasees or the property or equipment supplied by other persons or entities.
4. The condition of any track, field, court, ramp, jump or obstacle and accidents connected with their use.
5. Injury and sickness resulting from my own physical condition, health and preparedness for participation, including my own acts and/or omissions.
6. If injury occurs while participating, injury or additional injury caused by anyone who provides medical assistance and/or First Aid or transportation to medical care facilities.

I understand that the risks listed above are not the sole risks and that other risks, known or unknown, exist and may result in injury, temporary or permanent disability, death, or damage to my property or to spectators or other third parties. My or my child/ward's, participation in this activity is purely voluntary. No one is forcing me or my child/ward to participate and I, or my child/ward, elect to participate in spite of the risks and can choose not to sign this agreement by choosing not to participate. I, or my child/ward, knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for participation in, and the risks of, the Releasees' programs/activities.

**REPRESENTATION OF PHYSICAL CONDITION  
AND ACKNOWLEDGMENT OF RULES AND REGULATIONS**

I warrant and represent that I am, or my child/ward is, in good physical and mental health and not suffering from any condition, disease or disablement which would or could affect safe participation in this program/activity. I am thoroughly familiar with the rules and regulations promulgated by Releasees for the programs/activities in which I, or my child/ward, participate and agree to comply with the same as well as Releasees stated and customary terms and conditions for participation. I further warrant and represent that I am, or my child/ward is, sufficiently knowledgeable and experienced to safely participate in the program/activity and will not participate in the program/activity without a full and complete understanding of its rules and regulations. If I have any significant concern in my child's readiness for participation in any particular program/activity, I will remove my child from participation in the program/activity and bring such concern to the attention of the nearest official immediately.

**ENTIRE AGREEMENT**

This is the entire agreement between the undersigned and the Releasees. It cannot be waived, modified, or changed in anyway by the oral representations or statements of the parties. I understand that the waiver and release of liability provided herein applies at all times and to all programs/activities of the Releasees in which I participate and transportation provided in connected with programs/activities. My signature below indicates that I have read and understand this entire Agreement and agree to all the terms and conditions of the same. If the participant in Releasees programs/activities is my minor child/ward, I have explained this Agreement, its significance, and the potential risks and assumption of risk to my child/ward. I hereby further declare by my signature below, under oath and penalty of perjury, that I am the parent or legal guardian of the participant for which I sign this Agreement.

SIGNATURE OF PARTICIPANT (OF ANY AGE):

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date

SIGNATURE OF PARENT/GUARDIAN  
(IF PARTICIPANT IS UNDER 18 YEARS OF AGE):

\_\_\_\_\_  
Participant's Parent or Guardian:

\_\_\_\_\_  
Date