

**CITY OF PARKERS PRAIRIE, MINNESOTA
 ANNUAL VOLUNTARY WAIVER OF LIABILITY
 AGREEMENT FOR USE OF MUNICIPAL AQUATIC CENTER**



(This Document Affects Your Legal Rights. Read Carefully Before Signing)

I wish to participate in the use of the municipal swimming pool and related aquatics facilities and programs owned and operated by the City of Parkers Prairie, Minnesota (the "Activity"). For the purposes of this Agreement, the words I, me and my include myself and any minors or wards on whose behalf I am signing. I state and affirm that:

1. My participation is voluntary. No one is forcing me to participate.
2. I acknowledge the Activity is NOT an ESSENTIAL service provided by the City.
3. I understand and acknowledge the Activity I am about to voluntarily engage in as a participant has certain risks, including but not limited to, slips, falls broken bones, head injuries, loss of consciousness, heat stroke, and drowning. I understand these risks, whether known or unknown, anticipated or unanticipated may result in injury, death, illness, disease or damage to myself or my property, or to other persons and their property.
4. In consideration of being allowed to participate in this Activity, I hereby personally assume all risks in connection with this Activity, and I hereby agree to hold the City, its officials, employees, agents and contractors harmless, and I waive any right to make claims or bring lawsuits against the City or anyone working on behalf of the City for any injuries or damages related to the alleged negligence of the City.
5. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the City or anyone acting on behalf of the City.
6. I understand that entering into and signing this agreement affects my legal rights and results in my giving up or waiving certain legal rights, and I accept this and sign this agreement of my own free will.
7. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
8. I understand that if I fail to follow the rules of the facility and/or direction of its staff, I will be asked to leave the facility and may forfeit my ability to return. Refunds will NOT be given to those who are asked to leave due to rule violation(s).
9. My signature indicates I have read this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and that I agree to be bound by its terms.

Season/Year: **2021**

PARTICIPANT(S):

| | | | |
|-----------------|------------|-----------------|------------|
| Full Name _____ | Age: _____ | Full Name _____ | Age: _____ |
| Full Name _____ | Age: _____ | Full Name _____ | Age: _____ |
| Full Name _____ | Age: _____ | Full Name _____ | Age: _____ |

Notice: If participant is under 18 years old or has a legal guardian, this release must be signed by a parent or guardian.

I certify that I am at least 18 years of age, or that I am parent or legal guardian of the above individual(s), and I hereby consent to participation in the Activity. I have read and understand the above Volunteer Waiver of Liability Agreement, and I agree to be bound by the terms stated therein.

Signature of Participant (or Parent/Guardian if Participant is under 18): _____

Address (Please Print): _____ **City:** _____

Name of Parent/Guardian if Participant is under 18 (Please Print): _____

Phone Number of Participant (or Parent/Guardian if Participant is under 18): (____) _____

Date Signed: _____