



**Liability Waiver for Participation in Free Wheeler Bike Program
Liability Waiver for City of Chisholm Owned Equipment Usage**

Participant(s) Name(s):

Please list all the participants names (both first and last), with each name separated by a comma.

_____	_____
_____	_____
_____	_____

WARNING, ASUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT.

In consideration for the City of Chisholm (the "City") and any employees, officers, or agents thereof (collectively "the Released Parties") permitting me and/or my child (collectively "me," "I," or "my") to participate in a program or activity led or facilitated by the City and/or to use City facilities or equipment, I hereby knowingly and voluntarily agree to execute this Release.

By signing this consent and release I acknowledge that I/we understand that the primary activities undertaken pursuant to the Free Wheeler Bike program involves the provision and operation of bicycles. As with the participation in any other sports, there exists with riding bicycles certain inherent risk arising from not only the nature of the sport, but also from the participation of others in similar activities and encountered naturally. I/we on behalf of myself/ourselves and the participant named herein, knowingly, and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of others or other participants in the program.

I. RELEASE OF LIABILITY, WAIVER OF CLAIMS. I agree to release and discharge the Released Parties from liability for any injury, death, illness, damage, claim, or liability, whether known or unknown, apparent or unanticipated, to me or to any third party, related to or arising from: my use of any City facilities or equipment; my participation in or observation of any programs or activities led or facilitated by the City; my interaction with any employee, officer, or agent of the City; and my placement in the care, custody, or control of the Released Parties.

II. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. I acknowledge that there are significant risks, both apparent and unanticipated, inherent in my participation in any City program or



activity and in my use of any City facilities or equipment. I agree to assume any and all such risks.

III. INDEMNIFICATION, COVENANT NOT TO SUE. I agree to indemnify, hold harmless, and defend the Released Parties. I agree not to sue the Released Parties.

IV. MISCELLANEOUS. I further agree to the following provisions:

Preparedness. I confirm that I am healthy, fit, and competent to participate in this City program or activity or use this City facility or equipment, that I have read and understand the rules and

policies related to such program, activity, facility, or equipment, and that all of my questions about the same have been answered. I confirm that the child I am allowing to participate in this City program or activity or use this City facility or equipment, is healthy, fit, and competent to participate. I have explained the rules and policies of this program to my child.

Emergencies. I authorize the Released Parties to provide and/or consent to emergency medical or surgical examination and treatment in the event of any injury or illness occurring to me or my child while participating in this City program or activity or while using this City facility or equipment.

PLEASE READ THIS DOCUMENT IN FULL BEFORE SIGNING

My signature below indicates that I have read this Release in its entirety, that I understand it completely and that it affects my legal rights, and that I, along with my heirs, assigns, and personal representatives, agree to be bound by its terms. By signing this Release, I certify that I am at least 18 years of age and that, if the participant is under 18 years of age, I am the parent or legal guardian of said participant and I agree to the terms of this Release on his or her behalf.

1. Name: _____
2. Email Address: _____
3. Phone Number: _____
4. Signature _____