



ROSENBERG CIVIC CENTER RECREATIONAL PROGRAMMING

Indemnity, Hold Harmless and Assumption of Risk Agreement

In consideration of being allowed to participate in any way in the City of Rosenberg Recreational Classes/Programs and its related events and activities, and in consideration of being permitted to utilize the facilities, services and programs of the City of Rosenberg for any purpose, including, but not limited to observation or use of equipment, I, the undersigned, acknowledge, appreciate and agree that:

1. I and/or my child is of the stated minimum age required for each course or program enrolled in; and,
2. Physical activities carry a risk of injury, and I accept the risk for participation. It is my responsibility to ascertain that there is no medical reason to prevent my participation in this activity and to abide by any and all limitations and restrictions for exercise that might be set by my physician, doctor and medical providers; and,
3. The instructor does not purport to act as a medical advisor and is not qualified to diagnose the medical condition or physical abilities of each of its participants. I agree to be fully responsible for monitoring my exercise program; and,
4. I willingly agree to comply with the stated and customary terms and conditions for participants. If, however, I observe any unusual significant hazard during my presence or participating, I will remove myself from participating and bring such to the attention of City staff and the instructor immediately; and,
5. I, for myself and on behalf of, my heirs, assigns, personal representatives and next of kin, **HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD FREE AND HARMLESS THE CITY OF ROSENBERG**, and all other persons acting on behalf or under the direction of the City of Rosenberg, including but not limited to their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsoring, advertisers, and, if applicable, owners and leasers of premises used for the activity (herein after referred to as "Releasees"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH**, which in any manner may arise or may have resulted from participating in a recreational program. **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the full extent permitted by law.
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD FREE AND HARMLESS** the Releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the City of Rosenberg premises, or property, or in any way observing or using any facilities or equipment of the City of Rosenberg or participating in any program affiliated with the City of Rosenberg whether caused by the negligence of the Releasees or otherwise.
7. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** of others, and assume full responsibility for my participation; and

____ (initial) I consent to and authorize the use and reproduction of any and all photographs which may be taken during any program. I give the City of Rosenberg, in conjunction with the Rosenberg Civic Center, the right to use my photograph in all forms and media (including but not limited to Facebook) without further consultation with me. I hereby waive all claims for compensation of such use or for damages.

I HAVE READ THIS INDEMNIFICATION AGREEMENT, AGREEMENT TO HOLD FREE AND HARMLESS AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
Participant's Signature

DOB

Date Signed

FOR PARENTS/GUARDIANS OF PARTICIPANTS 18 YEARS OF AGE OR YOUNGER

I, as parent/guardian with legal responsibility for this participant certify that the minor is physically able and mentally prepared to participate in said activity. I do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold free and harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X _____
Parent/Guardian Signature

Date Signed