



SPIKEBALL WAIVER & RELEASE OF ALL LIABILITY AND ASSUMPTION OF RISK

IMPORTANT INFORMATION

The Winnetka Park District is committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The Winnetka Park District continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for Spikeball activities must recognize that there is an inherent risk of injury when choosing to participate in Spikeball activities.

You are solely responsible for determining if you or your minor child/ward is physically fit and/or adequately skilled for the Spikeball activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or has recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

WARNING OF RISK

Spikeball is intended to challenge and engage the physical, mental and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury when participating in Spikeball activities. These risks may include, but are not limited to: contusions, bruises, torn ligaments, strains/sprains, fractures, internal injuries, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death, unsportsmanlike conduct, premises defects, negligence of other participants, negligence of the Winnetka Park District, and environmental risks. All hazards and dangers cannot be foreseen. In this regard, it is impossible for the Winnetka Park District to guarantee absolute safety.

SPIKEBALL ACTIVITIES

Spikeball activities means preparing, participating, engaging, observing, and any other activity associated with or in connection with preparing for, observing, or participating in any Spikeball activity.

WAIVER AND RELEASE OF ALL LIABILITY AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in signing up and participating in any and all Spikeball activities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with this activity.

I recognize and acknowledge that there are certain risks of physical injury to participants in Spikeball activities, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me

or my child/ward) as a result of participating in this activity against the Winnetka Park District, including its officials, agents, volunteers and employees.

I specifically understand and agree that I am releasing, discharging and waiving any and all claims or actions that I or my minor child/ward may have (or accrue to me or my child/ward) for the negligent acts or other wrongful conduct by other participants, or the Winnetka Park District, including the Winnetka Park District's agents, employees, and volunteers.

I agree and promise to follow all rules and regulations associated with this activity; including, but not limited to, protective equipment (if necessary) at all times when I participate in or observe Spikeball activities.

PHOTO/VIDEO AUTHORIZATION

I hereby authorize and give my consent to the Winnetka Park District to photograph/video my child (or me), and without limitation, to use such photographs/video in connection with promoting/advertising the services, programs, and facilities of the Winnetka Park District, without consideration of any kind

I have read and fully understand the above important information, warning of risk, assumption of risk, waiver and release of all claims, and photo/video authorization. By signing this agreement, it is my intention to discharge, release, and waive any and all claims against the Winnetka Park District from liability for personal injury, property damage or wrongful death caused by negligence or any other cause. If registering on-line or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

Date: _____

Participant's Name

(please print)

Participant's Signature

Parent/Guardian Signature: _____

(if under 18 years of Age)

PARTICIPATION WILL BE DENIED

If the signature of adult participant or parent/guardian and date are not on this waiver.