

# Medical Release, Safe Behavior, Assumption of Risk, Waiver and Release of Liability Agreement Form

## 2022 Village of Hamilton Summer Recreation Program

The Hamilton Summer Recreation Program is a Village and Town sponsored, taxpayer supported, nonprofit program sponsored by the Village of Hamilton New, York. Our program is overseen by the Village Recreation Commission, which reports to the Village Board of Trustees. Our mission is to provide open, recreationally based activities for the residents of Hamilton and the surrounding area.

In consideration of the hereinafter listed minor children being allowed to use the facilities offered by the Village of Hamilton and Colgate University and/or to participate in any way in any athletic and/or recreational activity sponsored and/or organized by the Village of Hamilton Recreation Commission (hereinafter "VHRC"), I / We, the undersigned parent or guardian of the following minor children (individually and collectively referred to herein as my "Child"),

_____	_____
child's name	date of birth
_____	_____
child's name	date of birth
_____	_____
child's name	date of birth

acknowledge, appreciate, understand, certify and agree that:

1. Athletic and recreational activities may be inherently dangerous. Participation in such activities may involve vigorous physical exertion, and there is a risk of serious injury to individuals from engaging in the athletic and/or recreational activities sponsored and/or organized by the VHRC which will take place at the Colgate University pool and tennis courts and the Village Eaton Street Park and pavilion (hereinafter "VHRC Activities"), including the potential for permanent injury or death. Potential risks include, **but are not limited to**, tripping and falling, cuts, bruises and bumps, being struck by a thrown or hit ball or other object, and collisions with other participants. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious illness, injury or death exists even when these activities are conducted in accordance with all such rules. I further represent and acknowledge that my Child is/are fully capable of performing the activities associated with the VHRC programs.
2. I hereby consent to emergency treatment and transportation as deemed necessary by the VHRC staff in the event of my Child's illness or injury and agree to accept responsibility for the costs of any such emergency treatment or transport.
3. In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections is a continuing concern throughout the United States and in the undersigned's own locality. The undersigned understands and agrees that certain COVID-19 related policies will be implemented by VHRC staff in order to ensure compliance with New York State Department of Health requirements for participating in or utilizing the facilities, services, and programs of the VHRC and Colgate University. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, and/or programs of the VHRC if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the VHRC staff immediately if he or she believes that any of the foregoing access/use restrictions may apply. The undersigned acknowledges and agrees that the VHRC may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the VHRC's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the VHRC. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs

offered by the VHRC, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. I fully understand and appreciate both the known and potential dangers of participating in the VHRC Activities and acknowledges that use thereof by the undersigned and/or such participating children may, despite the VHRC's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

4. I KNOWINGLY AND FREELY ASSUME ALL RISKS associated with participation in VHRC Activities, both known and unknown, and specifically including all risks associated with COVID-19, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHERS, and assume full responsibility for my participation in any and all VHRC Activities, as well as the participation of my Child, as well as any others I invite to participate in VHRC Activities.

5. The director, area supervisors, and staff of the VHRC work to provide a safe, educational, healthy, and fun environment for children to enjoy and participate in. In order to maintain the safety of our children, the undersigned acknowledges and agrees that it is important that all participants comply with the stated and customary rules, terms and conditions for participation in VHRC Activities. I understand that the rules of the VHRC Program include, but are not limited to, **safe physical behaviors** and use of **appropriate language**. In the event that my Child demonstrates behavior or uses language that is unsafe or threatening toward himself/herself and/or other children or staff member(s), it is the duty of the staff member(s), area supervisor, and Summer Rec Director to assess the situation and determine the most appropriate action. If any behavior or language is deemed, in the sole and absolute discretion of the VHRC staff, to be dangerous or inappropriate, my Child may be asked to leave the Recreation Program for the duration of the summer, in which event I shall not receive a refund of any program fees that I or others may have paid.

6. I, for myself and on behalf of my heirs, successors, assigns, personal representatives, and next of kin, and also on behalf of my Child as referred to herein, to the fullest extent permitted by law HEREBY RELEASE AND HOLD HARMLESS AND AGREE NOT TO SUE COLGATE UNIVERSITY, the VILLAGE OF HAMILTON, their officers, officials, agents, boards, commissions, employees, and/or volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of property or equipment used to conduct any VHRC Activities ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH or loss or damage to person or property whatsoever, suffered by me, and/or any minor Child herein named or referred to, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, which in any way arises, directly or indirectly, from participation in any VHRC Activity.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND I ALSO UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE AND RECOVER DAMAGES BY SIGNING IT. I SIGN FREELY AND VOLUNTARILY. THE UNDERSIGNED further expressly agrees that this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

If I am signing as parent or guardian, I represent and certify that I have legal responsibility for each of the herein named minor participants and that I have the legal authority to execute this Agreement on his/her or their behalf.

Parent/Guardian Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_ Emergency Phone Number(s): \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_ Date Signed: \_\_\_\_\_

(Required for Parent signature)

Print: Witness Name: \_\_\_\_\_ Witness Address: \_\_\_\_\_