



Recreation Program Waiver

I acknowledge that I have reviewed the Assumption of Risk and Release of all Claims, which is viewable at www.gilbertaz.gov or can be requested from the Parks and Recreation Department upon request, and I expressly agree to be bound to the terms and conditions contained in said Assumption of Risk and Release of all Claims.

ASSUMPTION OF RISK AND RELEASE OF ALL CLAIMS

I grant permission to myself and my minor child(ren) (collectively referred to as "User") to participate in Town of Gilbert Parks & Recreation ("Town") programs, activities, and transportation, and to use Town equipment and facilities including but not limited to cardio and weight training equipment, climbing walls, parks, racquetball courts, saunas, steam rooms, locker room, group exercise rooms, child watch area, play structures, games, gymnasiums, and fields. User agrees to abide by all Town policies, rules, and regulations. User also agrees to pay for any and all damages caused to equipment and facilities by User. The Town of Gilbert is not responsible for lost, stolen, damaged or misplaced property.

USER AGREES TO RELEASE AND INDEMNIFY THE TOWN OF GILBERT AND ITS OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS OF ANY LIABILITY, CLAIMS OR DEMANDS ARISING OUT THE USE OF TOWN FACILITIES AND EQUIPMENT AS PROVIDED HEREIN. USER UNDERSTANDS THAT THE TOWN OF GILBERT WILL NOT PROVIDE MEDICAL INSURANCE TO USER. USER ALSO UNDERSTANDS THERE ARE SERIOUS RISKS INVOLVED WITH PHYSICAL EXERTION AND USE OF RECREATION FACILITIES, INCLUDING SERIOUS INJURY AND DEATH; USER CERTIFIES THAT THE PHYSICAL HEALTH OF ANY AND ALL USERS DESCRIBED HEREIN IS SATISFACTORY TO USE FACILITIES AND EQUIPMENT AND AGREES TO ASSUME ALL SUCH SERIOUS RISKS.

In addition to the above assumption of risk and release of all claims, I hereby release, covenant not to sue, discharge, indemnify and hold harmless the Town, its employees, agents, and representatives, of and from any claim related to COVID-19 that may arise from or in connection with my participation in or use of Town programs, activities, transportation, or facilities. I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19, and that such exposure or infection may result in personal injury, illness, permanent disability, and death, to myself or others I may expose.

IMAGE CONSENT & RELEASE

User grants to the Town of Gilbert, its officers, employees, agents, and contractors ("Town") the right to use the image, likeness, and sound of voice of User (which includes User's minor child(ren) as set forth above), in whatever form including but not limited to print and electronic forms (collectively referred to as "Image"), at no cost to Town. I understand that Image may be edited, copied, exhibited, displayed, published, distributed, electronically displayed, and shared in various public mediums and setting, including but not limited to the Internet, websites, email, social media, billboards, signs, flyers, publications, and other public settings. I also waive the right to inspect or approve the finished product wherein Image may appear. There is no time or geographic limitation on the rights provided herein. I acknowledge that I fully understand this Image Consent & Release section and agree to be bound thereby. By signing below, User releases, holds harmless, and indemnifies the Town from and against liability for any claims by User or any third party in connection with the use of Image or this Image Consent & Release.



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Town classes, programs, rentals are subject to change at the Town's sole discretion and without notice. As a result of repairs, maintenance, instructor emergency/illness or special events, the Town may be required to restrict the use of the facilities and equipment, limit services and/or cancel one or more classes.

I also acknowledge that it is my responsibility to provide correct and current contact information. Recreation Program Waiver I attest that I am at least 18 years of age and that all the information provided to Town is correct. I acknowledge that I fully understand this entire agreement and agree to be bound thereby.

Signature: _____

Date: _____