

**LIABILITY WAIVER AND RELEASE**

**Cleveland Metroparks Activities**

Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Preferred Pronoun: he/him/his she/her/hers they/them/theirs Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent/Guardian Name (*if applicable)*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Home) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Cell) ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* *(Business)*

**PLEASE READ & SIGN WAIVER**: As part of the consideration tendered for myself (or my child/ward, having not attained the age of 18) being permitted to participate in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Acknowledgement of Risks/Release of Claims/Indemnification: I recognize and acknowledge that there are risks associated with the aforementioned program/event, and I should not engage in the aforementioned program/event unless medically able to do so. I agree to refrain from the use of alcohol and any illegal drugs before or during the Activity. I agree (on behalf of myself and minor child/ward) to utilize appropriate safety equipment. I assume all risks associated with the aforementioned program/event including but not limited to: falls, trips, struck by, struck against, compressed in, caught in between, entangled, rubbed, abraded or jarred by vibration from equipment or materials, course/trail/water conditions, traffic, effects of weather, contact with other participants or the natural environment, misuse or failure of equipment, drowning, collision with another craft, person, or object in the water, contact with other participants or the natural environment and animals, which may act in unpredictable ways, illness or infection, and burns (if there is a fire). I waive all claims that I might have based on any of those and other risks typical in this type of activity. I authorize any staff, volunteers, facility hosts, partners, or contract instructors to assist me (or my child/ward) and/or to provide such assistance as, in the opinion of such person may be necessary or appropriate. I understand that neither Cleveland Metroparks, nor any of its supporting sponsors, employees, volunteers, facility hosts, partners, or contract instructors assume any responsibility or liability with respect to my (or my child’s/ward’s) participation in this event/program. I agree and hereby waive (on behalf of myself and my child/ward) all claims against, and agree to fully release, hold harmless, and indemnify the Board of Park Commissioners of the Cleveland Metropolitan Park District, its officers, employees, contract instructors, agents, sponsors, facility hosts, partners, and volunteers (the “Releasees”) from any and all claims or liabilities of any kind relating to any illness, injury, including loss of life, property damage, or loss of any other description which I (or my child/ward) may sustain arising out of, or any way associated with, my participation (or my child’s/ward’s) participation in this event/program, even though liability may arise out of negligence or carelessness on the part of the Releasees. I acknowledge my credit card will be kept on file and used to cover any fees related to damage, loss, cleaning, late fees or other expenses associated with my participation in the program/event. It is agreed that this document shall be interpreted according to the laws of the State of Ohio.

Agreement Regarding Illness: I recognize and acknowledge that I and/or my child/ward will be interacting with others and can share or be exposed to illness or infection as a result of such interactions. By signing below I agree to screen myself and/or my child/ward daily for any symptoms of illness and will stay home if I, and/or my child/ward is exhibiting signs of a communicable disease. Such symptoms can include but are not limited to diarrhea, severe coughing, difficult or rapid breathing, yellowish skin/eyes, conjunctivitis, fever of 100 degrees or higher, vomiting, lice, scabies, or COVID-19. I further acknowledge and agree that if my child/ward begins exhibit such signs or symptoms and I am not present, a parent/guardian will be contacted and an authorized adult will be required to pick up my child/ward. A staff member will remain with my child/ward until an authorized adult picks him/her up.

**Photo and Video Release**

**PLEASE READ & SIGN:** I hereby authorize Cleveland Metroparks, its instructors, and/or program partners to use, reproduce, and/or publish photographs and/or video that may pertain to me (or my child/ward, having not attained the age of 18) — including my (or my child’s/ward’s) image, likeness and/or voice without compensation. I understand that this material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs), multimedia exhibits or for other related endeavors. This material may also appear on Cleveland Metroparks or project sponsor's Internet Web Page and/or digital social media services and for commercial purposes.
By signing this form, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release all claims against any person or organization utilizing this material **(if the participant is under 18 years of age, the parent/guardian must sign).**

 Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Written name and relationship to child (if under 18): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_