



Participant Name:	Age:	School:	Grade:
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**RELEASE AND WAIVER OF LIABILITY,
 ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

In consideration of the permission granted to me or the above-named child (“Participant”) to participate in the Youth Enrichment and the activity(ies) provided during the Program, including, but not limited to, those described in the Parent Handbook,

I DO HEREBY AGREE, on behalf of myself and on behalf of my child, in my capacity as his/her parent and/or guardian to **RELEASE** the City of Henderson, its employees, former employees, volunteers, officials, representatives and agents (“CITY Parties”) from and **WAIVE all liability** against the CITY Parties, and each of them, for any and all manner of action or actions, cause or causes of action, suits, judgments, demands, claims, rights, debts, agreements, promises, liabilities, obligations, losses, damages (whether general, special or punitive), attorney’s fees, liens, indemnities, costs and expenses (collectively referred to as "Claims"), of every nature, character, description and amount, regardless of severity, **INCLUDING, but not limited to “CLAIMS” ARISING FROM OR RELATED TO THE NEGLIGENCE OF THE CITY OF HENDERSON AND/OR THE NEGLIGENCE OF ITS EMPLOYEES, VOLUNTEERS, OFFICIALS, REPRESENTATIVES OR AGENTS** which I and/or my child may have at any time without limitation or exception, whether anticipated or unanticipated, foreseen or unforeseen, direct or indirect, whether based on theories of contract, breach of contract, breach of the covenant of good faith and fair dealing, tort, violation of statute or ordinance, or equitable theory of recovery, or any other theory of liability or declaration of rights whatsoever, for or by reason of any event, transaction, matter or cause whatsoever, with respect to, in connection with, arising from or related in any manner to my and/or the above named child’s participation in the Youth Enrichment Program and/or its activities.

I understand that the Program and activities in which I and/or the above-named child will be a participant in the Program involve the risk of injury to participants, whether caused by the participant, someone else, the City of Henderson and/or other CITY Parties. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of my or my child’s participation in the Program, **I understand and voluntarily accept and assume the risks and agree that the City of Henderson**, its officers, officials, employees, former employees, volunteers, agents and independent contractors **WILL NOT BE LIABLE FOR ANY INJURY**, including without limitation, personal, bodily, or mental injury, economic loss or any damage to me, my child(ren), my spouse or to my relatives or the relative of the above-named child resulting or arising from the negligence of the City of Henderson, its officers, officials, employees, former employees, volunteers, agents, independent contractors, other participants or non-participants present or near to location where Program activities take place or where Program Participants are present **whether related to the Program activities or not.**

I FURTHER AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND the City of Henderson, its employees, volunteers, officials, representatives and/or agents from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney fees), **INCLUDING, but not limited to “CLAIMS” ARISING FROM OR RELATED TO THE NEGLIGENCE OF THE CITY OF HENDERSON AND/OR THE NEGLIGENCE OF ITS EMPLOYEES, VOLUNTEERS, OFFICIALS, REPRESENTATIVES OR AGENTS** for which the CITY Parties, or any of them, may become obligated by reason of any injury, damage or loss to any person or property, including, but not limited to, those described in the release and waiver above.

 Please Print Parent (1) /Guardian Name

 Please Print Parent (2) /Guardian Name

 Parent (1) /Guardian Signature

 Date

 Parent (2) /Guardian Signature

 Date



Participant Name:	Age:	School:	Grade:
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**RELEASE AND WAIVER OF LIABILITY,
 ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT CONT.**

I acknowledge, that the City of Henderson is not responsible for lost or stolen items. The City of Henderson reserves the right to reconcile customer balances should the customer have available credit on their account.

I represent that I am the parent or legal guardian of this child or that I have permission from the child's parent or legal guardian to enroll the child in this activity; and grant and give the City of Henderson the right to use my or my child's photograph or image, with or without my or my child's name, both individually and in conjunction with other persons or objects for any and all purposes including, but limited to, private or public presentations, advertising, publicity and promotion.

I authorize the City of Henderson to share information with the Clark County School District when necessary.

I acknowledge and agree that this form may be executed by me and transmitted electronically to the City of Henderson and that if I elect to do so, such transmission shall in no way impair the legally binding effect of the representations, waivers, and provisions set forth and agreed to herein.

I represent that I am the parent or legally appointed guardian of the named child and am authorized to enter into the agreements set forth above on behalf of myself and the named child.

I agree that this Agreement contains my entire, complete, sole and only understanding and agreement concerning the matters set forth herein and that there are no independent, collateral, different, additional or other understandings or agreements, oral or written that I have relied upon in entering into this Agreement. I agree that no document have been incorporated into this Agreement by reference or otherwise.

I have read and fully understand the terms of this Release and Waiver of Liability, Assumption of Risk and Indemnification Agreement, and sign it voluntarily and with full knowledge of its significance and consequences.

 Please Print Parent (1) /Guardian Name

 Please Print Parent (2) /Guardian Name

 Parent (1) /Guardian Signature Date

 Parent (2) /Guardian Signature Date