

**PARTICIPANT AND VOLUNTEER AGREEMENT, RELEASE, AND
ASSUMPTION OF RISK**

In consideration of the services of the **City of Chattanooga through its Department of Parks & Outdoors**, its agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter referred to as "Parks & Outdoors"), I hereby agree to release, indemnify, and discharge Parks & Outdoors, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that Parks & Outdoors is comprised of the divisions of **Outdoor Chattanooga, Parks, Recreation, and Special Events** which all host a variety of activities ranging from, but not limited to, year-round camps for youth, sports activities, aquatic activities, fitness and wellness activities, and outdoor adventure based activities. I further acknowledge that my participation in such activities entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, Parks & Outdoors staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in the activity in which I am participating. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the City of Chattanooga and Parks & Outdoors from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Parks and Outdoors' equipment or facilities, including any such claims which allege negligent acts or omissions of Parks & Outdoors. Should Parks & Outdoors or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against the City of Chattanooga and/or Parks & Outdoors, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of Tennessee shall apply in that action without regard to the conflict of law rules of Tennessee. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the City of Chattanooga and/or Parks & Outdoors on the basis of any claim from which I have released them herein.

Furthermore, I agree that it is not necessary for Parks & Outdoors or distribution media to contact me prior to releasing video, voice, or photographs, of or related to my participation in this activity and my signature of this document authorizes Parks & Outdoors to release such video, voice, or photograph of or related to my participation in this activity.

I hereby certify that I am 18 years of age or older, I have had sufficient opportunity to read this entire document, I understood this document, and I agree to be bound by its terms.

I am signing this document as a (*please check one*): _____ Participant or _____ Volunteer

I am Participating or Volunteering with the following Division(s) of Parks & Outdoors (check all that apply):

____ Outdoor Chattanooga ____ Parks ____ Recreation ____ Special Events

Name (*please print*): _____ Age: _____

Signature: _____

Address: _____

City

State

Zip

Home/Mobile Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Please list Allergies/Medications/Indications: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the minor child/children named below ("Minor") being permitted by Parks & Outdoors to participate in its activities and to use its equipment and facilities, I, as the parent/legal guardian of the below named Minor(s): 1) acknowledge that the Minor's participation in the activity might require them to be transported in a vehicle driven by a Parks & Outdoors staff member; 2) hereby consent to the Minor riding in a vehicle driven by a Parks & Outdoors staff member as part of their participation in the activity; and 3) further agree to indemnify and hold harmless the City of Chattanooga and Parks & Outdoors from any and all claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s).

Minor's Name _____ Age _____

Minor's Name _____ Age _____

Minor's Name _____ Age _____

Minor's Name _____ Age _____

Please list Allergies/ Medications/Indications _____

Parent or Guardian Signature: _____

Print Name: _____ Date: _____