Disclaimer

THE CITY OF BREWER, ACTING THROUGH THE BREWER PARKS AND RECREATION DEPARTMENT, IS NOT RESPONSIBLE FOR ANY INJURY OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE PLAYING, PRACTICING, OR IN ANY OTHER WAY INVOLVED IN THE BREWER PARKS AND RECREATION DEPARTMENT'S PROGRAMS FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF THE BREWER PARKS AND RECREATION DEPARTMENT, ITS AGENTS, OR EMPLOYEES.

In consideration of my participation or the above named child's participation (if said child is under 18 years of age), I hereby release and covenant not-to-sue on behalf of myself and on behalf of the above named child if under 18 years of age the City of Brewer, Brewer Parks and Recreation Dept., and any of their employees, instructors, or agents, from any and all present and future claims resulting from any negligence on the part of the Brewer Parks and Recreation Dept. or others listed for property damage, personal injury, or wrongful death, arising as a result of my engaging in or receiving instruction in the programs or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from any negligence by the Brewer Parks and Recreation Dept. and any of their employees, instructors, or agents, both present and future, that may be made by me, my family, estate, heirs, devisees, or assigns.

Further, I am aware that this is a vigorous program involving cardiovascular stress and physical contact. I understand that the program involves certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that equipment provided for my protection may be inadequate to prevent serious injury. I further understand that this program involves a particular high risk of knee, head, and neck injury. In addition, I understand that participation in the Brewer Parks and Recreation programs involves activities incidental thereto, including, but not limited to, travel to and from the site of the activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other participants. I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless the City of Brewer, the Brewer Parks and Recreation Department, and others listed of any and all claims arising as a result of my or the above-named child engaging in or receiving instruction in programs or any activities incidental thereto, wherever, or however the same may occur. I further agree that you may use my child's likeness, name, and biographical facts which may have been provided to you, including advertising and promotion. I understand that overdue account balances may result in the removal of the participant from current programs and will affect their eligibility for future programs offered by the Brewer Parks & Recreation Department.

I understand that this waiver is intended to be as broad and inclusive as permitted by laws of the State of Maine and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in Maine.

I affirm that I, or the parent and/or legal guardian of the above-named child if the child is under 18 years of age, am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of the Parks and Recreation Dept. or any of the parties listed.

REMINDER: A Convenience Fee will apply to all credit card transactions. A non-refundable fee of 3% based upon the transaction total will be automatically applied at payment. All Credit Card Convenience Fees are non-refundable