

MEMBER RISK ACKNOWLEDGMENT, RELEASE, AND INDEMNITY AGREEMENT

Please read thoroughly and carefully

I AGREE AND ACKNOWLEDGE THAT:

1. "The Program" includes watercraft rental, bike rental, ice skating, table tennis, general leisure, or other services or use of other recreational equipment provided by the City of Winona Park & Recreation Department to members of Lake Lodge Recreation Center.
2. I am a validly registered Member of Lake Lodge Recreation Center and a Participant in the Program.
3. I will abide by all rules and regulations imposed on the participants in The Program. Failure to do so will result in removal from The Program as well as forfeiting membership and any and all fees.
4. I understand that there are risks and hazards inherent to The Program activities, and that as a result of these risks and hazards I as a member/participant may suffer serious personal injury, even death, as well as property loss. I nevertheless freely and voluntarily assume the aforesaid risks and hazards and accordingly my participation in the activities shall be entirely at my own risk.
5. In the event that I am injured while participating in The Program, the City may secure such medical advice and services for me as it, in its discretion, may deem necessary for my health and safety and I shall be financially responsible for such advice and services.
6. I hereby grant The City of Winona or the Winona Park and Recreation Department permission to use and reproduce any photographs, personal narrative, interviews, or audio and video recording of my/child's participation for any and all purposes.

RELEASE AND INDEMNITY

In consideration of permission granted to me, the undersigned, by the City, to participate in The Program activities, and for other good and valuable consideration, I hereby, for myself, my spouse (if any), my heirs, executors or administrators, and personal representatives:

- (a) Assume full responsibility for any personal injury or damage to my person or property that may occur, directly or indirectly, while participating in The Program;
- (b) Fully and forever release and discharge the City, its officers, employees, agents, and elected officials, and The Program organizers and volunteers, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my membership/participation in The Program;
- (c) Agree to indemnify and hold harmless the City, its officers, employees, agents, and elected officials, and The Program organizers and volunteers, for any acts or conduct by me of whatever kind or nature whatsoever, while participating in The Program;
- (d) Agree to defend and to pay any costs or attorney's fees as a result of any action brought by or against the City, its officers, employees, agents, and elected officials, and The Program organizers and volunteers, for any acts or conduct by me of whatever kind or nature whatsoever, while participating in The Program;
- (e) Agree that it is my intent that this MEMBER RISK ACKNOWLEDGMENT, RELEASE, AND INDEMNITY AGREEMENT be in full force and effect at any time after the execution hereof.
- (f) This release does not waive liability for any injuries that you obtain as the result of the willful, wanton, or intentional misconduct by the City or any person acting on behalf of the City.

Member/ Participant Signature: _____ **Member Printed Name:** _____ **Date** _____

If the member/participant is under the age of 18:

I, the undersigned, have read this MEMBER RISK ACKNOWLEDGMENT, RELEASE, AND INDEMNITY AGREEMENT and understand all of its terms. I agree that my Child/Ward may participate in The Program under the conditions listed above, and agree to be bound by the terms and conditions set forth therein. I execute it voluntarily and with full knowledge of its significance. FURTHERMORE, in consideration of the permission granted to my Child/Ward by the City to participate in The Program, I hereby release the City, its officers, employees, agents, and elected officials, and The Program organizers and volunteers, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my participation in The Program, except for any injuries obtained as the result of the willful, wanton, or intentional misconduct by the City or any person acting on behalf of the City.

Guardian Signature: _____ **Printed Name:** _____ **Date** _____
(Sign if participant is under 18)