

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Assumption of Risk: Physical activity and indoor rock wall climbing, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries; the Cottonwood Recreation Center has facilities for and provides for activities such as weightlifting, running, aerobic activities, swimming, climbing wall participation, classes and sporting activities. Risks include, but are not limited to the following: risk of property damage, bodily injury, including but not limited to permanent disability, paralysis and possibly death.

Waiver: In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of the Cottonwood Recreation Center, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the City of Cottonwood, its officers, employees, and agents from liability from any and all claims including the negligence of the Cottonwood Recreation Center resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observations, and use of facilities, premises, or equipment.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby declare my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the Cottonwood Recreation Center HARMLESS from all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought because of my involvement in The Activity and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Consent for Emergency Treatment: I, as a participant in the subject activity, hereby consent to medical treatment in a medical emergency where I am unable to consent to such treatment.

Insurance: I understand the Cottonwood Recreation Center does not carry participant insurance and that I will be solely responsible for any medical, health or personal injury costs relating to undersigned's use of the property, facilities and/or service of the Cottonwood Recreation Center. It is highly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation.

Photos: I give permission for myself or child to be videotaped or photographed by the City of Cottonwood employees or established area media for the free use of me or my child's name and picture for site activities or should they appear in broadcasts, newspapers, or city brochure etc.

I acknowledge reading and knowing all policies and procedures relating to activities, facilities, and/or equipment and understand that the safe and proper use of facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures. I agree to comply with and abide by all rules and regulations of the Cottonwood Recreation Center.

Signature: _____ Date: _____

(If participant is under the age of 18, parent/legal guardian signature)

Printed Name: _____

Printed Participant(s) Name: _____

Physical Address: _____

Mailing Address: _____

Phone # _____ Carrier: _____ May we send Text message? Yes or No

Email: _____ Date of Birth: _____

Additional Family Members

Name	Relationship	Age	Date of Birth	Sex



**Cottonwood Parks & Recreation Dept.
Code of Conduct**



We agree that all will display compassion, respect and acceptance.

I, _____, have read the contract statement below and sign acknowledging I have read and agree to abide by the following conditions in application for membership at the Cottonwood Recreation Center and participation/use of facilities and or programs provided by the Cottonwood Parks & Recreation Department: I understand that my use of facilities and or programs is accepted at my own risk, and agree to hold harmless the City of Cottonwood, its employees, contractors and representatives for any injury I may sustain.

- ◆ I agree to use extreme caution regarding my safety and the safety of others when using Cottonwood Parks & Recreation facilities and its perspective equipment.
- ◆ I will abide by the rules, regulations and procedures of each facility operated by the Cottonwood Parks & Recreation Dept. which are clearly posted and partially listed below, and abide by the verbal instructions of the staff.
- ◆ Failure to abide by rules and regulations MAY RESULT IN LOSS OF FACILITY AND PROGRAM PRIVILEGES WITHOUT REFUND. Written protest of removal will result in hearing by the Parks and Recreation Commission, or other public body as assigned.
- ◆ Memberships purchased at the Cottonwood Recreation Center are **Non-Refundable**.

Your voluntary participation in our programs and use of our facilities is your consent to follow these behavior standards:

- ◆ Dress Code – shirts, shoes and appropriate attire are required. (Exception: While within the Aquatic Facilities- appropriate swim attire is required)
- ◆ Abuse or vandalism of facilities, equipment, artwork or furniture will not be accepted.
- ◆ Harassment of staff, volunteers, or patrons is not tolerated. “Harassment” includes using profane and/or obscene language/activities, directing verbal or physical threats toward another person, and engaging in behavior with the sole intent of annoying another person.
- ◆ Any participant, member, or guest that physically assaults anyone, shall be suspended from all Cottonwood Parks & Recreation activities/facilities.
- ◆ Eating – Food and drinks are permitted only in designated areas at specific facilities.
- ◆ Gambling, panhandling, soliciting and loitering are not permitted.
- ◆ The use of drugs, alcohol, or possession of is strictly prohibited. Use of tobacco, including e-cigarettes is not tolerated at any facility (Exception: Designated Smoking Areas as Signed)
- ◆ Sleeping or engaging in activities not associated with the legitimate use of a facility while in the building, or space is not allowed.
- ◆ Bathing, washing clothes or hair in the restrooms is not permitted.
- ◆ Use of cell phones or other electronic devices that is audible to others is not allowed within the Recreation Center.
- ◆ Voyeurism or peeping, exhibitionism or flashing, lewd or lascivious acts are strictly forbidden. City staff has the right to trespass any individual who participates in these types of activities.
- ◆ Animals other than service animals are prohibited within facilities.
- ◆ The Cottonwood Parks and Recreation Department is not responsible for lost or stolen items.

We encourage parents or guardians to review and discuss these behavior standards with their children participating in our programs and utilizing our facilities

Participant Printed Name: _____ Participant Signature: _____

Parent or Guardian Printed Name: _____ Phone # _____

Parent or Guardian Signature: _____ Date _____