

CITY OF WATERBURY
USE OF CITY POOL
WAIVER, HOLD HARMLESS AGREEMENT
AND RELEASE OF LIABILITY
Individual /Family

In consideration for the privilege of temporary use a City of Waterbury Public Works Department, Bureau of Parks and Bureau of Recreation ("City") pool the undersigned hereby agrees that

1. I understand that there are inherent risks involved in participating and use of City swimming pools and related facilities, including the risk of serious physical injury or death and I FULLY ASSUME ALL RISKS ASSOCIATED WITH THIS ACTIVITY, EVEN IF DUE TO THE NEGLIGENCE OF THE CITY OF WATERBURY AND THEIR AGENTS, SERVANTS, OR EMPLOYEES, which said risks shall include but not limited to: Variations in weather conditions; employees, volunteers, other patrons and spectators; equipment failure; lack of safety devices or inadequate safety devices; lack of warnings or inadequate warnings; lack of instructions or inadequate instructions; and the like.
2. I acknowledge receipt of and agree to adhere to all City Rules regarding the use of swimming pools. I agree not to use any City pool that is not being monitored by a Life Guard.
3. I agree that this participation is at the discretion of the City and if the participant fails to follow the pool rules or becomes a discipline problem, he or she will be expelled from the program without refund of the program fee.
4. I hereby grant permission for emergency medical procedures deemed advisable for the participation in the event of injury or illness during participation unless otherwise noted on this form.
5. I acknowledge that the City does not provide accident or hospitalization insurance for participants and that I will be fully responsible for any such costs. All participants are advised to have adequate personal coverage.
6. I also consent to the participants being photographed or videotaped for use of by the City in advertisements or presentations
7. I agree that the City and its employees, agents, and officials, shall not be legally responsible for any loss, injury or damage resulting from any cause, including negligence of any party, and that I for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, agree to indemnify and hold harmless the City of Waterbury, and its boards, commissions, agents, officials, and employees, harmless and indemnify them from and against all claims, suits, damages, losses, judgments, costs and expenses, including attorney's fees, from any claims, including claims of negligence, on the part of the City of Waterbury and their agents, servants or employees, which may directly or indirectly result from or occur as a consequence of the use, presence, activities, or program conducted within, upon, or accessing said City pool or use of City facilities and equipment.

I HAVE READ THIS WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HAVE NOT BEEN INDUCED TO SIGN THIS AGREEMENT BY ANY PROMISE OR REPRESENTATION, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

CONSENT OF PARENT OR GUARDIAN

1. This is to certify that I, as parent or guardian for, the child or children listed on the application, and with legal responsibility do hereby consent, agree to the release as set forth above, on behalf of my child or ward, (Participant) and his or her, and myself, heirs, assigns, successors, executors, administrators, and legal representatives, and agree to indemnify and hold harmless the City of Waterbury, and its boards, commissions, agents, officials, and employees, from and against all claims, suits, damages, losses, judgments, costs and expenses, including attorney's fees, including claims of negligence on the part of the City of Waterbury and their agents, servants or employees., which may directly or indirectly result from or occur as a consequence of the use, presence, activities, or program conducted within, upon, or accessing the City pools or use of City facilities or equipment arising from said participant's participation in the program or use of , and I further agree and that consent to the use of my or my child's or ward's photo, video, artwork etc. by the City for flyers, presentations etc.

2. I hereby release the City of Waterbury, its employees, officials and agents from any and all liability or loss or damage to personal property that, my child or ward or I may experience in connection with activities sponsored by the City or use of a City pool.

3. I hereby grant permission for emergency medical procedures deemed advisable for the participation in the event of injury or illness during participation unless otherwise noted on this form.

4. I acknowledge that the City does not provide accident or hospitalization insurance for participants and that I will be fully responsible for any such costs. All participants are advised to have adequate personal coverage.

5. I also consent to the participants being photographed or videotaped and for use of by the City in advertisements or presentations.

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