**CHILD PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Undersigned”) am the parent or legal guardian for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Minor”), who is not yet of legal age and will be participating in or observing the Winter Blast Activities(the “Program”) located at Lock 3 within the City of Akron (the “Facility”). The Undersigned and the Minor shall abide by all of the rules, policies, instructions, and directions of the City of Akron, including but not limited to any instructors or coordinators, related to the Minor’s participation in the Program or use of the Facility.

The Undersigned and Minor understand that the Program may include strenuous physical activity, including but not limited to, bicycling, skating, sledding, or other aerobic activity, and that certain activities within the Program may occur on ice or around icy structures and which further may utilize equipment, balls, machines, materials, or other items which could cause injury (the “Materials”). The Undersigned and Minor further understand that the ice and surrounding areas may be slippery and the condition of the ice surface cannot be guaranteed to be smooth or without ruts, holes, cracks, or other natural variances caused by natural elements. Additionally, the Undersigned and Minor agree and acknowledge that other users or participants may also be participating in the Program and/or using the Materials at the same time as the Undersigned and Minor and that collisions or other interactions with those other users or participants may occur. The Undersigned and Minor further understand that the City of Akron does not carry medical or liability insurance for the Undersigned and Minor while they are observing or participating in the Program or using the Facility. The City of Akron strongly recommends that the Undersigned consult with a physician before Minor participates in the Program. The Undersigned and Minor hereby acknowledge, agree, and represent that they are (1) physically capable of participating in the Program; (2) understand the risks involved in participating in the Program; (3) are responsible for their own well-being; (4) understand and appreciate the potential dangers, hazards and/or risks directly and/or indirectly inherent in participating in the Program, which could include the loss of life, limb, or property; (5) shall be solely responsible for the cost of any injuries or medical expenses that they may incur as a result of observing or participating in the Program; and (6) that prior to using the Materials that they will inspect any such Materials for safety and functionality.

In consideration for the Minor being permitted to participate in the Program, the Undersigned, on behalf of itself and the Minor, hereby expressly and voluntarily releases, waives, discharges, covenants not to sue, and agrees to indemnify and hold harmless: the City of Akron, Lock 3, and the Akron Recreation Bureau, and their agents, officers, officials, employees, volunteers, contractors, coordinators, and instructors (the “Released Parties”) from all liability to the Undersigned and Minor for any loss, cost, or damage to person, property, or otherwise and/or any claim or demands therefrom on account of any loss, liability, damage, cost, injury, illness, or death, whether caused by the negligence of the Released Parties or otherwise while the Undersigned and Minor are in, upon, or about the Facility or as a result of the Undersigned’s and Minor’s participation in the Program. The Undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of the Released Parties or otherwise, to the Minor while participating in the Program.

The Undersigned agrees to allow the Minor and the Undersigned’s images to be used by the City of Akron for any legal purpose including, but not limited to, use on social media sites. The Undersigned and Minor further acknowledge that any photography, video recordings, or audio recordings taken by the City of Akron or its agents before, during, or after the Program or at the Facility shall be the express property of the City of Akron.

The Undersigned has read, affirms that he/she is of legal age, and voluntarily signs this Release, Waiver of Liability, and Indemnity Agreement, and further agrees that no oral representations, statements or inducements, apart from the forgoing written agreement, have been made or relied upon in executing this agreement. The Undersigned further expressly agrees that the forgoing Release, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that if any portion thereof is held to be invalid, it is agreed that the balance shall continue in full legal force and effect.

**I acknowledge that I am signing this agreement freely and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

Parent/Guardian Signature Date Parent/Guardian Phone Number