

Farmers Branch Manske Library - Nerf Battle 7.6.24

CITY OF FARMERS BRANCH PARKS & RECREATION DEPARTMENT  
LIABILITY WAIVER AND EMERGENCY MEDICAL AUTHORIZATION



Please print your name and, if appropriate, ages of all minor children, wards, for whom you are the lawful guardian who desire to participate in activities held through the Parks and Recreation Department during the following year.

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

We, the undersigned, and the legal parent(s) and guardian(s) of minor child(ren) listed herein, as an inducement to the City of Farmers Branch to allow myself and the said minor(s) to participate in its recreation and leisure program(s), and for in consideration of the City of Farmers Branch granting the privilege to the said minor to participate in the same programs(s), and recognizing that recreational activity involves certain inherent dangers, including but not limited to the possibility of physical danger, harm, accidents, and injuries, do hereby agree to and do assume any all risks arising from any incident, action, occurrence, or activity occurring on public, private, or other property, which affects the said minor or us in any manner whatsoever, and do hereby release and agree to hold harmless and to indemnify the City of Farmers Branch, its officials, Department of Parks and Recreation, officers, agents, and employees, in both their official and individual capacities, from any and all liability, claims (including claim for attorney's fees and costs of court), suits, demands, or causes of action or alleged causes of action, belonging to myself or the said minor, which may arise, or may be alleged to have arisen, in any manner whatsoever, from participation in the multiple program(s), including but not limited to, any claims, suits demands, or causes of action arising out of the transportation of myself or said minor child, the administration of medication to myself or said child, or emergency treatment waiver, provided to myself or said minor, and specifically including liability, claims, suits, demands, or causes of action which arise, or which allegedly arose, from the sole negligence of acts or omissions of the City of Farmers Branch, its officers, agents, employees, or officials.

We voluntarily choose to allow ourselves or the said minor to participate in this program for educational, recreational, and personal reasons without promise, expectation, or receipt of monetary compensation. I do hereby grant and give these groups the right to use my or my child's photograph or image with or without my or my child's name both single and in conjunction with other persons or objects for any and all purposes, including but not limited to, private or public presentations, advertising, publicity and promotion relating thereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Farmers Branch Parks and Recreation Department harmless of and from any and all liability of whatever nature, which may arise out of result from such uses.

It is further agreed that the execution of this release shall not constitute a waiver by the City of Farmers Branch, its officers, agents, officials, and employees, of the defense of governmental immunity, where applicable or to defenses predicated on the Texas Automobile Guest Statute, Chapter 72 of the Texas Civil Practice and Remedies Code, or any other defense, claim, cause of action or assertion of any kind or nature, recognized by any court of law, administrative agency, or other entity.

Further, in case of accident, injury or sudden illness, I authorize any first-aid or emergency medical care which may become necessary for my child, ward or myself while enrolled in any activity or program administered by the City. Also, I authorize that my child, ward or I may be transported to a local medical facility. If I cannot be reached in an emergency, I hereby grant permission for my child or ward named to receive all appropriate medical treatment necessary. By executing this document, I hereby assume, on behalf of my child or ward, all risk of injury or loss to which he or she may be exposed.

We certify that we have read the foregoing instrument, that we understand its terms and conditions, that we make this waiver voluntarily, and that we have not relied upon any representations made by the City of Farmers Branch, or its officers, agents, officials, or employees in signing this release. We further certify that we understand that in making this waiver of liability and indemnity agreement we are making a decision of substantial legal significance concerning our minor child and ourselves.

Last of all, we agree to and have read information regarding rules and regulations of the Community Recreation Center, Aquatics Center, and Manske Library that include the facility Guidelines, Rules, and Policies.

This waiver is valid for a twelve (12) month period and is renewable automatically for additional twelve (12) month periods unless written termination is received at least thirty (30) days prior to the commencement of any new twelve (12) month period.

\_\_\_\_\_  
Participant's Signature Date \_\_\_\_\_  
(Parent's signature if minor)

Please print the following information:

ADDRESS: \_\_\_\_\_ APT#: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

HOME #: \_\_\_\_\_ WORK #: \_\_\_\_\_ CELL/PGR #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Emergency Contact if available:

NAME: \_\_\_\_\_ RELATION: \_\_\_\_\_

HOME #: \_\_\_\_\_ WORK #: \_\_\_\_\_ CELL/PGR #: \_\_\_\_\_