

**TOWN OF CARY
ASSUMPTION OF RISK AND LIABILITY RELEASE & AGREEMENT**

READ BEFORE SIGNING

The Town of Cary, frequently through its Department of Parks, Recreation, and Cultural Resources (“PRCR”), offers various programmed activities (“Activities” or “Activity”) for citizens and others to participate in. This Assumption of Risk and Liability Release & Agreement (Release & Agreement) is designed to inform participants of potential risks involved in the various Activities and to release Town from liability related to participation in Activities. This Release & Agreement also evidences your agreement that Town may take photos and recordings of Activities for Town use and, if you are rendered unable to request medical treatment for yourself or your minor, give the Town permission to seek such treatment on your behalf. Finally, this Release & Agreement gives the Town permission to use your email address and contact information for other Town promotions and activities.

This Release & Agreement is designed to be a standing Release, that is, once this Release is signed by you (for yourself or your Minor), it will apply to all Activities for which you register through the Town’s registration system until this Release is revoked by you or you are notified by the Town that it needs to be updated or replaced.

THE RELEASE

In consideration of being allowed to register for and participate in an Activity offered by the Town, I, the undersigned, on behalf of myself or as parent or legal guardian of _____, a minor (“Minor”), agree to support and conform to Activity rules established by the Town to provide for the health and safety of participants in Activities. I acknowledge, understand, and agree for myself and Minor that participation in Activities carries various general risks to participants including property damage, personal injury, or even death resulting from:

- My or Minor’s physical exertion, including the results of strenuous or repetitive activity that might result in extreme fatigue, exhaustion, or dehydration, and the results of diagnosed or undiagnosed illness or ailments, blows, bumps, abrasions and other trauma injuries like cuts, breaks, and strains;
- The intentional or negligent acts of other participants that might result in Minor or I being injured or otherwise affected by other participants or their tools and equipment;
- Environmental conditions, including:
 - The presence of obstructions and surface conditions that may cause trips, falls, and other unexpected actions resulting in injury;
 - Inclement weather, including extreme sun and heat, rain, flooding, and lightning strikes;
 - Encounters with insects, wildlife, and toxic or noxious vegetation;
 - Adverse or allergic reactions to materials, tools, and conditions encountered in Activity.
- Equipment misuse or failure.

I agree that I am adequately informed of the risks of Activity I am now registering for and agree to take steps to assure that I am adequately informed of the

conditions and risks for each Activity for which I may later register myself or Minor or in which I or Minor choose to participate.

In addition to the general risks outlined above, the following Activities present additional risks, including:

Boating	Risks associated with operating a boat or other vessel I/Minor may not be familiar with and being in or on the water. Injuries might include drowning, water inhalation, waterborne infection, or illness; injuries resulting from contact and/or collisions with other boats, vessels, or boating equipment (masts, booms, paddles, ropes, and materials used in water activities).
Dog Obedience	Risks associated with working with and being in close proximity to dogs or other animals. Injuries might include bites, scratches, and potential exposure to animal-borne pathogens.
Extreme Sports (BMX biking, Skateboarding, activities occurring at the SK8-Cary skate park, etc.)	Risks associated with riding or moving with speed over various surfaces and/or around various obstacles (like fences, ramps, trees). Injuries might include falls, blows, and contact or collisions with other people, equipment, and obstacles; and include sprains, muscle tears, broken bones, and head and other trauma.
Fencing	Risks include those associated with engaging in a combat sport and fighting with epee, foil, or saber swords. Injuries might include those caused by physical exertion, collisions, blows, and falls, including cuts, scrapes, strains, sprains, muscle tears, broken bones, and head trauma. Other participants and equipment malfunction also present risk.
Martial Arts	Risks include those associated with engaging in a combat sport. Injuries might include those caused by physical exertion, collisions, blows, and falls, including cuts, scrapes, strains, sprains, muscle tears, broken bones, and head trauma. Other participants and equipment malfunction also present risk.
Projectile Sports (Archery, Spear Throwing, etc.)	Injuries caused by physical exertion (cuts, scrapes, strains, sprains, muscle tears, broken bones, head trauma, etc.); contact and/or collisions with equipment (bows, arrows, spears, targets, etc.); injuries from projectiles (puncture wounds, abrasions, cuts, etc.); overuse and strain injuries from repetitive movements.

Ropes Course

Injuries caused by physical exertion (cuts, scrapes, strains, sprains, muscle tears, broken bones, head trauma, etc.); contact and/or collisions with equipment (harnesses, ropes, platforms, elements, etc.); injuries from contact with metal and cables (cuts, metal splinters, abrasions etc.); overuse and strain injuries from repetitive movements; injuries from falls (death, dismemberment, disfigurement, physical trauma, etc.); injuries from contact with trees and plants (splinters, allergic reactions, bruises, etc.).

**Team Sports
(Basketball, Baseball,
Disc-Golf, Soccer,
Softball, Tennis,
Volleyball etc.)**

Injuries caused by physical exertion (cuts, scrapes, strains, sprains, muscle tears, broken bones, head trauma, etc.); contact and/or collisions with equipment (balls, bats, rackets, etc.), playing surfaces, surrounding facilities (walls/fences, goal/net posts, etc.), and other participants.

**Spruce Programs
(Community
Gardens, Community
Service, Litter
Sweeps, etc.)**

Injuries caused by physical exertion (cuts, scrapes, strains, sprains, muscle tears, broken bones, head trauma, etc.); overuse and strain injuries from repetitive movements; contact and/or collisions with tools and equipment (wheelbarrows, shovels, rakes, loppers, hand saws, etc.), other participants, and motor vehicles; injuries caused by close proximity to litter and trash (cuts, scrapes, or exposure to mold, bacteria, and other harmful particulates, etc.).

**Studio Arts
(Ceramics, Fused
Glass/Glass Studio,
Metal & Jewelry,
Woodworking)**

Overuse and strain injuries (tendonitis, carpal tunnel syndrome, hand, back, and wrist injuries, etc.); injuries caused by sharp, shattered, or splintered metal, glass, and wood; injuries caused from working with sharp or heavy tools and equipment (cuts, scrapes, splinters, burns, dismemberment, etc.); exposure to or inhalation of harmful particulates (clay dust, glaze, enamel, forge/kiln smoke, forge/kiln fuel, saw dust, paint, thinner, oil, glue, lacquer, enamel, mold, bacteria, etc.); fire, electricity, or other injury resulting from close proximity to or contact with heated forges/kilns.

I, for myself or as parent or legal guardian of Minor further acknowledge, appreciate, and agree that:

1. I have read this Release & Agreement and carefully reviewed the Activities and risks outlined, have had the opportunity to ask questions about the Activities and risks, and if I have asked questions, my questions have been answered to my satisfaction; and
2. I KNOWINGLY AND FREELY ASSUME RISKS ASSOCIATED WITH ACTIVITIES FOR WHICH I NOW REGISTER, OR IN THE FUTURE MAY REGISTER FOR; and
3. I agree to comply with the stated and customary rules and terms and conditions for Activity participation. If I observe or become aware of an unusual hazard during Activity, I will immediately bring such to the attention of Town staff.; and
4. IN THE EVENT THAT I CANNOT COMMUNICATE, OR FOR MY MINOR, BE REACHED, IN AN EMERGENCY, I HEREBY GIVE PERMISSION TO ANY

LICENSED PHYSICIAN, SURGEON, CLINIC, OR HOSPITAL TO SECURE PROPER TREATMENT, AND TO ORDER ANESTHESIA FOR ME OR MY MINOR;
and

5. I, for myself and for Minor, as applicable, and our heirs, assigns, executors, and administrators release, waive, and discharge any legal rights I may have, or that I may assert on behalf of Minor, to seek payment or relief of any kind from the Town of Cary, its officers, employees, or agents, for injury, illness, or death resulting from participating in Activities. I also agree not to sue the Town of Cary, its officers, employees, or agents.
6. THE TOWN, ITS EMPLOYEES OR AGENTS, MAY PHOTOGRAPH, VIDEO, OR OTHERWISE RECORD (“RECORDINGS”) ACTIVITIES, PARTICIPANTS, AND THOSE WHO MAY OBSERVE ACTIVITIES, AND MAY USE, PUBLISH, AND BROADCAST SUCH RECORDINGS IN THE CONDUCT OF TOWN BUSINESS, INCLUDING PROMOTING THE TOWN AND ITS ACTIVITIES. I ACKNOWLEDGE AND AGREE TO TOWN MAKING SUCH RECORDINGS AND WAIVE ANY RIGHTS OR INTEREST I OR MINOR MAY HAVE TO OR IN SUCH RECORDINGS;
and
7. I understand that the Town may use the contact information I provide, including email addresses and phone numbers, to provide me with services related to my participation in Activities and to provide me with information regarding other Town promotions, initiatives, and activities.
8. I understand and intend that this Release & Agreement will remain in effect until it is terminated in writing by me or the Town informs me that a new or updated release is required. Minor will be required to sign a new Release & Agreement upon turning 18 years of age. I intend for this Agreement to apply to all Activities for which I, or my Minor, as applicable, register.
9. I agree that if any provision of this Release & Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be considered severed and deleted and such severance shall not affect the validity of the remaining provisions of this Release & Agreement.
10. I agree that my electronic execution of this Agreement shall be as valid as my original, manual signature and shall be effective to bind me to this Release & Agreement.

I HAVE READ THIS RELEASE & AGREEMENT, FULLY UNDERSTAND ITS TERMS AND HAVE SATISFIED MYSELF AS TO QUESTIONS I MAY HAVE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY. I CONFIRM THAT I OR MY MINOR AM/IS FIT PHYSICALLY AND OTHERWISE ABLE TO PARTICIPATE IN SUCH ACTIVITIES AS I MAY REGISTER FOR AND THAT I WISH FOR MYSELF/MY MINOR TO PARTICIPATE UNDER THE TERMS OF THIS AGREEMENT IN ALL ACTIVITIES FOR WHICH I REGISTER.

X _____
SIGNATURE of PARTICIPANT or PARENT/LEGAL GUARDIAN

____/____/____
DATE