

Youth Permission to visit PAC

EVERY PARTICIPANT MUST HAVE A SIGNED WAIVER

USE ONLY **ONE** FORM PER FAMILY. *A parent/guardian may only sign for their own dependent children/students.*

Household Information: ***This section AND back of form must be complete!!!!***

Primary Parent or Guardian Name:

Mailing address:

Primary Phone Number:

Secondary Phone Number:

Email address:

Waiver of Liability:

INDEMNIFICATION, WAIVER, GENERAL RELEASE AND ASSUMPTION OF RISK

Please read this Indemnification, Waiver, General Release and Assumption of Risk (the "Agreement") carefully, by executing this Agreement, you are relinquishing your legal rights. I agree and acknowledge as follows:

1. I understand that the Activities (defined below) are inherently dangerous and I recognize the importance of following the instructions provided and agree to follow provided instructions;
2. I assume the risk of injury or death that may occur as part of participating in the Activities;
3. I am knowingly, voluntarily and intentionally waiving all of my rights to bring lawsuits and make claims, including lawsuits and claims for negligence as set forth herein;
4. I hereby release and discharge, on behalf of myself (and my spouse, my children, my parents, my guardians, and my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me or the Minor Child (or act on our respective behalves) (collectively the Releasing Parties)), the Pinedale Aquatic Center (PAC), located at 535 N. Tyler Ave. Pinedale, WY 82941, and its employees, customers, agents, managers, members, and affiliates (collectively the Released Parties) from any and all liability, including any and all liability for negligence; and
5. I acknowledge this Agreement is: (i) clear, unambiguous, and unequivocal; (ii) explicit and voluntary in my waiver, release, and assumption of risk; (iii) comprehensive for all lawsuits, claims, injuries, and damages; and (iv) I have read, understand and agree to all terms of this Agreement.

I UNDERSTAND THAT PARTICIPATION IN PAC ACTIVITIES CONSTITUTE AN INHERENTLY DANGEROUS ACTIVITY. I acknowledge that participation in PAC activities, including, but not limited to, personal training, rock climbing, racquetball, exercise, swimming, running, tennis, or any other activity associated with the use of the PAC facility (collectively the Activities), entails both known and unknown risks that could result in SERIOUS INJURY OR DEATH. I certify that I, or the Minor Child, have no medical or physical condition which would interfere with my safety in the Activities.

ASSUMPTION OF RISK. I agree that I and/or the Minor Child are voluntarily participating in the Activities and the use of the equipment, facilities and the premises related thereto. I am assuming on behalf of myself and/or the Minor Child, all risk of personal injury, death or disability to myself and/or the Minor Child that may result from participation in the Activities or use of the PAC facilities or any damage, loss or theft of personal property which I and/or the Minor Child may incur. I certify that I have adequate health insurance to cover any injury or damage that I and/or the Minor Child may suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have. It is my intention to agree to the entire Agreement and I hereby agree to all terms of this Agreement.

WAIVER. In consideration for me and/or the Minor Child to participate in the Activities and use the PAC facilities, I expressly and voluntarily agree to forever release, acquit, indemnify and discharge the Released Parties, and agree to hold the Released Parties, on behalf of the Releasing Parties, from any and all actions or omission(s), cause and causes of action, suits, debts, damages, judgments, costs, including, but not limited to, attorney's fees, and claims and demands whatsoever, in law or in equity, for any personal injury, death, property damage, or other loss that I and/or the Minor Child may suffer arising from use and/or participation in the Activities and use of PAC facilities. This waiver is a complete release of any and all responsibility or duties owed by the Released Parties for personal injuries, death, property loss/damage, and/or any other loss sustained by the Releasing Parties while participating in the Activities or at or utilizing the facilities, even if such injury or damage results from a Released Party's negligence, improper supervision, improper maintenance of the facilities or negligence by PAC guests.

INDEMNIFICATION. I AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, OBLIGATIONS, COSTS, DAMAGES, AND/OR EXPENSES WHATSOEVER PAID, INCURRED, AND/OR SUFFERED BY THE RELEASED PARTIES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, COSTS, DAMAGES, AND/OR JUDGMENTS THE RELEASED PARTIES MAY INCUR IN THE EVENT THAT I AND/OR THE MINOR CHILD CAUSE ANY INJURY, DAMAGE, AND/OR HARM TO ANY OTHER PERSON WHILE AT PAC. I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ALL INJURIES OR DAMAGES I, OR THE MINOR CHILD, MAY CAUSE OR SUFFER WHILE PARTICIPATING OR ELSE I AGREE TO BEAR SOLE COST.

I understand this Agreement extends forever into the future and will have full force and effect each and every time I and/or the Minor Child visit PAC. Should PAC be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for such fees and costs. Without limiting the above waiver, release and assumption of risk, I agree to the sole and exclusive venue of Sublette County for any legal action. I further agree that the substantive laws of Wyoming shall apply without regard to any conflict of law rules. I also agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall be construed as far as possible to enforce their meaning to the maximum extent possible and shall remain in full force and effect. I intend that no rules of construction be employed in the interpretation of this Agreement and that for all purposes I and PAC are deemed joint authors hereof. I agree that the

validity and enforceability of this Agreement will be governed by the substantive laws of Wyoming, including, but not limited to, the Recreation Safety Act. I further agree and acknowledge any claims presented against PAC may be subject to the Wyoming Government Claims Act.

I hereby grant to PAC the full right to create and obtain, in the past, now, and in the future, images, photographs, video, audio, interviews, stories, personal histories, and any other recordings or documents, in any now known or future media, of my name, image, voice, likeness, personal information, or other items (collectively referred to as "Recordings"). I authorize PAC to copyright, adapt, edit, summarize, reproduce, perform, display, distribute, publish, license, sell, broadcast, post or stream over the Internet, and otherwise use any and all parts of the Recordings, in any and all manners, and in any and all forms of media that PAC believes suitable. I agree that I shall have no right, title, or interest in or to the Recordings, and that all right, title and interest in and to the Recordings belongs to PAC. I waive any and all right to payment or other compensation arising from or related to the Recordings. I will not state or imply, or allow others to state or imply, that PAC approves of or endorses me or my activities. I further agree to release, defend, and hold PAC harmless from any claims, damages, or liabilities related to the Recordings or PAC's use of my name, image, voice, likeness, personal information or other items.

I have had sufficient opportunity to read and understand this Agreement and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. If applicable, I represent that I am the parent or legal guardian of the Minor Child.

In some instances, PAC may utilize and/or receive this waiver as an electronic document. By submitting an electronic signature, I agree and expressly acknowledge I am the legal parent and/or guardian of the identified child(ren) and my electronic signature is the legally binding equivalent to my handwritten signature. The electronic signature has the same validity and meaning as my handwritten signature. I shall not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.

I have full knowledge of the nature and extent of all of the risks associated with the use of the PAC.

Child/Student's Name: _____ AGE _____ DOB _____

Child/Student's Name: _____ AGE _____ DOB _____

Child/Student's Name: _____ AGE _____ DOB _____

Child/Student's Name: _____ AGE _____ DOB _____

****Signature of Parent/Guardian:** _____ **Date:** _____