



## **WAIVER AND RELEASE FORM**

Note: This form must be read and signed before the undersigned is allowed to take part in any BCRD related activities, including, without limitation, any recreational or sports leagues or events, or to use any equipment or other property or facilities of or maintained by the BCRD including, without limitation, at the BCRD's Community Campus, at Galena Lodge, on any of the BCRD trails or at any other BCRD facility (collectively, "**BCRD Activities**"). By signing this form, the undersigned affirms having read it.

In consideration of being allowed to participate in any way in any BCRD Activity, I, the undersigned, acknowledge, understand and agree that:

- 1) There are inherent risks associated with participating in any sport or recreational activity or engaging in any physical activity or exercise, not only associated with my actions but also the actions of others. I voluntarily accept and assume the risks, whether known or unknown, which may include the risk of serious bodily injury, including death, and the risk of contracting an illness from other participants, instructors, spectators or others, such as COVID-19, and assume full responsibility for my participation;
- 2) I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have knowingly and voluntarily decided to participate in BCRD Activities without consulting a physician and accept and assume the risks of doing so;
- 3) I give the BCRD permission to use any photographs taken of me, or my dependents, while engaging in BCRD Activities to publicize the BCRD and/ or its programs and relinquish any and all rights I may otherwise have in such photographs;
- 4) I agree to comply with all BCRD rules governing BCRD Activities, including all COVID or other health related protocols, and agree to follow all instructions and requests of BCRD staff. I understand that my failure to do so may result in my ejection or removal from BCRD Activities and suspension of future ability to participate in BCRD Activities; and
- 5) I, for myself and on behalf of my heirs, administrators, executors, assigns, personal representatives and next of kin, **HEREBY FOREVER RELEASE, WAIVE, AND AGREE TO INDEMNIFY, HOLD HARMLESS AND COVENANT NOT TO SUE**, the BCRD, its staff members, employees, contractors, officers, directors, affiliates, volunteers, agents and/or representatives, the Blaine County School District, and other participants in BCRD Activities (collectively, the "**Releasees**"), from any and all fault, claims, demands, losses, liability, costs, expenses, including medical expenses and reasonable attorneys' fees, and legal actions arising out of or related to my involvement or participation in BCRD Activities as provided above, including, without limitation, any injury, disability, illness or death that I may suffer, or loss or damage to person or property, whether arising from the actions or inactions of me or others, the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

This Waiver and Release is governed by the laws of the state of Idaho. If any term or provision herein is held to be unenforceable or invalid, the enforceability of the remaining terms and provisions shall not be impaired.

### **For Participants of Minority Age (under age 18 at time of registration)**

My signature below certifies that I, as parent/guardian with legal responsibility for this participant, do consent and agree to this participant's assumption of the risks as provided above, and, for myself, my heirs, administrators, assigns, executors, personal representatives and minor child, I forever release, waive and agree to indemnify, hold harmless and covenant not to sue, the BCRD and all Releasees, from any and all fault, claims, demands, losses, liability, costs, expenses, including medical expenses and reasonable attorneys' fees, and legal actions arising out of or related to my minor child's involvement or participation in BCRD activities as provided above, including, without limitation, any injury, disability, illness, or death that my child may suffer, or loss or damage to person or property, whether arising from the actions or inactions of my child or others, the negligence of the Releasees or otherwise, to the fullest extent permitted by law. Further, I authorize any BCRD staff to obtain emergency medical treatment of an injury to or illness of my minor child if

qualified medical personnel consider treatment necessary and for them to perform such treatment.

By signing below, I acknowledge I have read this waiver and release, fully understand its terms, understand that I am giving up substantial rights by signing below, and sign it freely and voluntarily.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant Printed Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_

Emergency Contact Name and Phone Number: \_\_\_\_\_