Spartanburg County Parks Department Release of Liability and Assumption of Risk Agreement

In consideration of my participation in a Spartanburg County Parks Department 2023 Athletic programs and related events and activities, the undersigned acknowledges and willingly agrees that:

1. **Risks.** I acknowledge and fully understand that participation may involve vigorous physical activity, exposure to natural and man-made hazards, exposure to risks of property damage and bodily or personal injury, including disability and death; which may result not only from my own actions, inactions or negligence, but the actions, inactions of others, the environmental conditions or from any of the equipment used. In addition, I understand that there are inherent risks and dangers, foreseeable and unforeseeable, involved in participation. I knowingly and freely assume any and all such risks and voluntarily participate in this activity; and acknowledge it is my responsibility to engage only in those activities for which I have the prerequisite skills, qualifications, preparation and training.

2. Agreement to Follow Instructions. I will comply with instructions provided by Spartanburg County Parks Department staff.

3. Waiver of Claims. In exchange for the use of equipment, materials, supplies and for being allowed to participate, I hereby release and forever discharge the Spartanburg County Parks Department and Spartanburg County government, their members individually and their officers, agents and employees from any and all claims, demands, rights, expenses, actions, and causes of action, of whatever kind, arising from or by reason of any personal injury, bodily injury, property damage, or the consequences thereof, whether foreseeable or not, resulting from or in any way connected with my participation in activities.

4. Waiver of Right to Take Legal Action. I further covenant and agree that for the consideration stated above, I will hold forever harmless and will not take legal action against the Spartanburg County Parks Department and Spartanburg County government, its members individually, and their officers, agents, and employees for any claim for damages arising or growing out of my participation in this activity whether caused by negligence or otherwise.

5. Use of Photographs Authorized. I hereby irrevocably consent to and authorize the use by the Spartanburg County Parks Department, Spartanburg County government, its officers and employees of the undersigned's image and/or likeness as follows: The Parks Department shall have the right to photograph, publish, re-publish, adapt, exhibit, reproduce, edit, distribute, display or otherwise use or reuse the undersigned's image and/or likeness in connection with any product or service in all markets, media or technology now known or hereafter developed in Parks Department's products or services. The undersigned acknowledges receipt of good and valuable consideration in exchange for this Release, which may be the opportunity to represent Spartanburg County in its promotional and advertising materials. I hereby waive the right to inspect or approve my image or any finished materials that incorporate my image. I understand and agree that my image will become part of the Parks Department's photograph file and that it may be distributed to other organizations or individuals for use in publication. I also understand that I will receive no compensation in connection with the use of my image.

6. Certification. This consent is given freely and voluntarily by the undersigned without coercion, duress, threat or promise of any kind. I certify that I understand and have read the information above carefully before signing. I understand that I am not subject to any adverse action if I do not sign.

My signature below indicates that I have read this waiver and release of liability, and fully understand and agree to comply with its terms.

1	7	13	19
2	8	14	20
3	9	15	21
4	10	16	22
5	11	17	23
6	12	18	24