

PARTICIPANT RELEASE, WAIVER OF LIABILITY, & ASSUMPTION OF RISKS

Participant Information:

Name: _____

Home Address: _____

Phone Number: _____ Email: _____

EVENT OR ACTIVITY NAME: _____

I. Release, Waiver and Covenants. In consideration for participating in the Activity, the Participant hereby acknowledges and agrees to the following:

a. Release and Waiver of Liability. The Participant, on behalf of him/herself, and his/her representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** the City of Norwalk, and its officials, employees, servants, agents, and representatives (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), damages, suits, or judgments of any and every kind (including attorneys' fees), arising from any illness, disease, injury, property damage or death that Participant may suffer as a result of his/her participation in the Activity, **REGARDLESS OF WHETHER THE ILLNESS, DISEASE, INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED SOLELY BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

b. Assumption of Risk. Participant understands that there are potential dangers incidental to participating in the Activity, some of which may expose Participant to the risk of serious personal illness, injuries, property damage, or even death. **PARTICIPANT KNOWINGLY AND VOLUNTARILY ASSUMES ALL RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF THE RELEASEES, UNLESS THEY ARISE FROM THE RELEASEE'S INTENTIONAL OR GROSSLY NEGLIGENT ACTS.**

c. Indemnity. Participant, on behalf of his/her self and his/her personal representatives, heirs, executors, administrators, agents, and assigns, agrees to indemnify and hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any loss, illness, injury, property damage or death that Participant may cause or suffer as a result of participating in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES OR OTHERWISE, UNLESS THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES' GROSS NEGLIGENCE OR INTENTIONAL ACTS.**

THE PARTICIPANT HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS TERMS. THE PARTICIPANT IS AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. THE PARTICIPANT UNDERSTANDS HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND IS SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE, PARTICIPANT REPRESENTS THAT HE/SHE IS AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT HE/SHE HAS SECURED BELOW THE SIGNATURE OF HIS/HER PARENT OR LEGAL GUARDIAN.

Participant Name

Date

Signature of Participant or Legal Guardian
(If participant is under the age of 18)