EVENT WAIVER AND RELEASE

Illinois Park and Recreation Association Lifeguard Games 2024

IMPORTANT INFORMATION

The Illinois Park and Recreation Association (IPRA) and the Park District of Forest Park (hereafter collectively referred to as the "Parties") are committed to conducting its recreation programs and activities in a safe manner and holds the safety of participants in high regard. The Parties continually strive to reduce such risks and insist that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants registering for this activity must recognize that there is an inherent risk of injury when choosing to participate in Lifeguard Games.

Please recognize that the Parties do not carry medical accident insurance for injuries sustained in their programs. The cost of such would make program fees prohibitive. Therefore, each person registering himself or herself or a family member for a recreation program/activity should review his or her own health insurance policy for coverage. It must be noted that the absence of health insurance coverage does not make the Parties automatically responsible for the payment of medical expenses.

Due to the difficulty and high cost of obtaining liability insurance, the agency providing liability coverage for the Parties requires the execution of the following Waiver and Release. Your cooperation is greatly appreciated.

You are solely responsible for determining if you are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

WARNING OF RISK

Swimming is intended to challenge and engage the physical, mental and emotional resources of each participant. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury, including drowning. All hazards and dangers cannot be foreseen. The very nature of swimming is hazardous and risky, including but not limited to fatigue and overexertion, poor swimming skills, failing to avoid dangerous areas, horseplay, diving or cannon-balling into shallow water and striking the bottom or side of the pool, inadequate supervision or instruction, lack of conditioning, becoming disoriented, striking other swimmers, defective or inadequate equipment, striking one's head on the bottom when using a diving block, slip and falls on the deck or within the locker facility, chemical exposure and all other circumstances inherent to the sport of swimming. In this regard, it must be recognized that it is impossible for the Parties to guarantee absolute safety.

WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK

Please read this form carefully and be aware that in participating in this event, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss in which you might sustain as a result of participating in any and all activities connected with and associated with this event.

I recognize and acknowledge that there are certain risks of physical injury to participants in this event, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity that I may sustain as a result of participating in any and all activities connected with or associated with this activity. I further agree to waive and relinquish all claims I may have (or accrue to me) as a result of participating in this activity against the Parties, including its respective officials, agents, volunteers and employees.

I do hereby fully release and forever discharge the Parties from any and all claims for injuries, damages or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with this activity. I further agree that this agreement shall be governed by the State of Illinois.

I further agree to indemnify and hold harmless and defend the Parties and its officers, agents, servants, and employees from any and all claims resulting from injuries, including death, damages and losses sustained by me or my minor child arising out of, connected with, or in any way associated with the activities of the program(s).

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If submitting this form on-line or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

| Name of Participant: | Signature of Participant: | | | |
|--|---------------------------|--------|------|--|
| Address: | City: | State: | Zip: | |
| Date: | Phone: | | | |
| Signature of Parent/Guardian of participant under 18: | | | | |
| Print Parent/Guardian Name: | | | | |
| Park District or Organization that you are representing: | | | | |