



Mark Wellman's Adventure Day  
June 9, 2019  
Participant Liability Release Waiver



Please read the entire contents of this document before signing as it has a significant effect on your legal rights. This document is intended to protect the City of Reno and City of Sparks and their employees from all liability related to participation in City programs.

**Waiver and Release**

By signing this form you agree to pay the fees and any additional charges as described in program related materials. In addition, you agree to pay a service fee of \$30 for any re-turned payment and if your account is unpaid and turned over to a collection agency, you agree to pay an additional charge of 20% of the principal balance for collection costs.

**Unconditional Waiver:** I (parent/guardian) on behalf of myself, my spouse, my parents and my children, agree that in the event I or my child/ward sustains personal injury or property damage as a result of participation in any program offered through the City of Reno, Parks, Recreation & Community Services Department, that the City of Reno and its employees will not be liable for such injury or damage.

**Assumption of the Risk:** I understand that it is my responsibility to inquire about the parameters of a program's activities and to assess the ability of myself and my child/ward to safely participate in the program. I further understand that certain activities are potentially dangerous, and I assume on behalf of myself and my child/ward all risks associated with participation in any program.

**Effect:** I understand that this Waiver and Release is binding as to my family members, heirs and executors. In case of medical emergency, accident or illness, the City of Reno staff has permission to secure medical attention as deemed necessary and staff will communicate with parent, guardian or emergency contact. I acknowledge that I will read and become familiar with the program policy information and I agree to abide by the terms and requirements described therein. I further agree that if I do not understand any portion of the material I will call the Administration Office for further explanation.

**General Information 1/1/18**

**Insurance and Liability** - The City of Reno Parks, Recreation & Community Services Department does not provide hospital or medical insurance coverage or assume responsibility for injury to any participants in its programs. Participants are encouraged to obtain their own insurance coverage prior to the start of any program and to consult with a physician before participating in any strenuous activity.

**Photos** - City of Reno may take photos/video of participants in sponsored programs/parks. Photos are for City use only and may be used in promotional materials and internal communication. If you do not want yourself or your child photographed, please notify the Administration Office in writing.

**Access for All** - We welcome everyone to participate and enjoy programs/facilities regardless of race, age, color, religion, sex, sexual orientation, national origin, or disability. If you or family members require a reasonable accommodation to participate in a program, please call a minimum of **five business days** prior to the start of the program. Upon notification, efforts will be made to accommodate your request. If you have any questions or need additional information please contact the Inclusion Services staff at 775-334-2262. Hearing impaired persons can use Nevada Relay dial 711.

**Scholarships** - A fee assistance program may be available to those who qualify based on income requirements. The Scholarship Form(s) and supporting documentation must be submitted two weeks prior to program date. Inquire at 334-2260

revised date (03/07/18)

**Code of Conduct** - refer to Policy and Procedure No. AD-2008

**Waiver and Release**

**Unconditional Waiver:** I (parent/guardian) on behalf of myself, my spouse, my parents and my children, agree that in the event I or my child/ward sustains personal injury or property damage as a result of participation in any program offered through the City of Sparks, Parks and Recreation Department, that the City of Sparks and its employees will not be liable for such injury or damage.

**Assumption of the Risk:** I understand that it is my responsibility to inquire about the parameters of a program's activities and to assess the ability of myself and my child/ward to safely participate in the program. I further understand that certain activities are potentially dangerous, and I assume on behalf of myself and my child/ward all risks associated with participation in any program.

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I acknowledge that I will read and become familiar with the program policy information, and I agree to abide by the terms and requirements described therein. I further agree that if I do not understand any portion of the material I will call the Recreation Office for further explanation.

The undersigned participant/guardian releases all liability from all agencies, staff and volunteers involved in Mark Wellman's Adventure Day, June 9, 2019 including but not limited to: Disabled Sports Eastern Sierra, City of Reno, City of Sparks, No Limits, Charles Albright, and the Northern Nevada Center for Independent Living

Name of Participant: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
Guardian Signature: \_\_\_\_\_

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Mark Wellman / NO LIMITS, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NL"), I hereby agree to release, indemnify, and discharge NL, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in climbing wall activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips, trips, and falls; falling from equipment; collision with other participants, spectators, or objects; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; muscular soreness, tears, strains, sprains, dislocations, fractures and broken bones; cuts, bruises, and muscle soreness; foot, ankle, leg, wrist, arm and shoulder injuries; musculoskeletal injuries including head, neck, and back; eye injury or loss; being struck by other objects dislodged or thrown from above; the use and potential or actual failure of climbing ropes and equipment; the risk of falling off the wall; loose and/or damaged artificial holds; abrasions from the walls, ropes, pads, or the floor; equipment failure; belay and or belayer failure; climbing out of control or beyond one's personal limits; injuries to internal organs; the negligence of other climbers, visitors, participants, or other persons who may be present; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity.

Furthermore, NL personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NL from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of NL's equipment or facilities, **including any such claims which allege negligent acts or omissions of NL.**
4. Should NL or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against NL, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NL on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at NL.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by NL to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NL from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Disabled Sports USA Waiver & Release of Liability Agreement

Disabled Sports USA, and its affiliated Chapters ("Released Parties") are non-commercial, not for profit activity providers. The purpose of this Disabled Sports USA Waiver & Release of Liability Agreement is to exempt, waive, and relieve Released Parties from any and all liability for any harm, wrongful death, personal injury, property damage, claim or cause of action, including, but not limited to liability arising from the negligence of Released Parties. "Released Parties" include Disabled Sports USA, Disabled Sports Eastern Sierra, and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in Disabled Sports USA and/or Disabled Sports Eastern Sierra related events and activities, the Undersigned ("Undersigned" means the Participant or the Participant's parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:

**1. Risks of Activity.** Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

**2. Release and Indemnification.** Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in any Disabled Sports USA/ Disabled Sports Eastern Sierra events or activities or the Participant's presence on or travel to the premises where such events or activities take place, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims, or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in such events or activities or the Participant's presence on or travel to the premises where such events or activities take place.

**3. Helmet Use.** Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a

helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant's failure to use a helmet.

**4. Medical Treatment.** Undersigned understands that the Released Parties do not have medical personnel available at the location of the activities. Undersigned hereby grants the Released Parties permission to administer first aid or to authorize emergency medical treatment, if necessary. Undersigned understands and agrees that any such action by the Released Parties shall be subject to the terms of this agreement and release, including any liability arising from the negligence of the Released Parties when administering first aid or authorizing others to do so. Undersigned understands and agrees that the Released Parties do not assume responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

**5. Miscellaneous.** Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations, and ordinances; (b) this Agreement shall be governed by the laws of the State of California and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Mono County, CA; (c) this Agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned; (d) this Agreement shall be construed as broadly as permitted by applicable law; and (e) that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement.

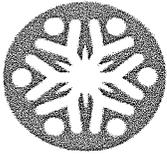
**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. BY SIGNING BELOW, I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF.**

Participant's Signature	Participant's Name (please print clearly)	Date

**FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED**

Undersigned parent, or legal guardian, or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian, or legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant's behalf.

Minor's DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date



**DISABLED  
SPORTS  
EASTERN  
SIERRA**

**LIABILITY RELEASE AND  
ASSUMPTION OF RISK AGREEMENT**

P. O. Box 7275  
Mammoth Lakes, CA 93546  
760.934.0791  
FAX 760.934.0729

I or my minor child or conservatee (collectively, "I", "my", or "me") have voluntarily applied to participate in programs, related events, and activities of DISABLED SPORTS EASTERN SIERRA (the "Program"). I acknowledge that participation in the Program, including skiing, snowboarding, summer outdoor sports, any related winter and summer activities, and any use of the facilities associated with those activities are **HAZARDOUS**. I have made a voluntary choice to participate in the Program despite the inherent risks that it presents which include, but are not limited to, variations in terrain, snow conditions, weather conditions, visual perception, moguls, cliffs, rocks, forest growth, debris, man-made and natural objects, and other users of the facilities. I also agree that there may be other risks not known to me or not reasonably foreseeable at this time. In consideration of my participation in the Program, I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** associated with the Program, including all mountain transportation such as lifts.

I agree that prior to participating, I will inspect to the best of my abilities, or if a parent and/or legal guardian, I will instruct the minor participant to inspect to the best of his/her abilities, the facilities and equipment to be used. If I have any concerns about the equipment or facilities, I will immediately advise Disabled Sports of any such condition and refuse to participate.

Notice to MONO-SKI and BI-SKI SKIERS: To get up the ski hill, all skiers use a chair lift. As a sit-down skier, you will ride the chair lift in your mono-ski or bi-ski and will, with assistance, unload the lift by dropping down as much as three feet onto the unloading ramp. In this unloading process, your hips and back must be able to sustain the "jolt" or jarring that will occur. Falling is an inherent risk of skiing. In this case, your arms, shoulders, and back must be able to sustain the jolting or jarring that will occur. If you believe either unloading or tipping onto your side may cause you pain or injury, consult your doctor and discuss with Disabled Sports before attempting this activity.

In consideration for being permitted to participate in the Program, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Disabled Sports Eastern Sierra, Mammoth Mountain Ski Area LLC, June Mountain Ski Area, the United States of America, Department of Agriculture, United States Forest Service, special event organizers, sponsors, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies and ski areas (collectively herein, "Disabled Sports Eastern Sierra") for injury or death resulting from my participation in the Program and/or from the use of the facilities of Mammoth Mountain, June Mountain, and/or Tamarack Cross Country Ski Center, including, but not limited to, the use of buildings and premises, chairlifts, equipment, instruction, special events, and search and/or rescue (hereafter collectively referred to as "Use of the Facilities"), regardless of the cause, including the alleged **NEGLIGENCE**, breach of warranty, implied liability, or any other legal theories of Disabled Sports Eastern Sierra. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Disabled Sports Eastern Sierra for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the Program and/or my Use of the Facilities.

**I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER**, and will apply whenever I participate in the Program. I understand that this **RELEASE OF LIABILITY** will prevent me, my minor child or conservatee, or my heirs and assigns from filing suit or making any claim for damages in the event of injury or death to myself or to any person or property which may result from my participation in the Program. Additionally, in the event I file or my minor child or conservatee or any legal representative files a claim or a lawsuit arising out of my participation in the Program or my Use of the Facilities, I **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Disabled Sports Eastern Sierra for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my minor child or conservatee, my heirs, assigns and legal representatives.

I hereby authorize Disabled Sports Eastern Sierra and Mammoth Mountain Ski Area to copyright, use, or reproduce my image and/or likeness in photographs, video tapes and films in which I, the undersigned, or the minor participant, appear while enrolled in any of their programs for any purpose, without compensation or restriction and without incurring any debts or liabilities to me of any kind.

I understand that by signing this Agreement, I agree to be legally bound by its terms, which **limits my legal rights** and supersedes any other agreement or representations by or between the parties hereto. I understand and agree that this agreement is severable and that if any clause is found to be invalid, the offending clause will be stricken and the balance of the contract will remain in effect and will be valid and enforceable. This contract is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defenses which are prohibited by law. I agree that any action will be brought in the County of Mono, State of California. Any disputes will be subject to and determined under the laws of the State of California.

Print name of Participant/Conservatee: _____	
Signature of Participant/Conservatee: _____	Date: _____
The signee above is a(n): <input type="checkbox"/> Adult Participant <input type="checkbox"/> Minor Child Participant <input type="checkbox"/> Conservatee	
Prospective Participants under the age of 18 years are required to have a parent or legal guardian read and sign.	
Print name of Parent/Legal Guardian/Conservator: _____	
Signature of Parent/Legal Guardian/Conservator: _____	Date: _____
Relationship: <input type="checkbox"/> Parent <input type="checkbox"/> Step Parent <input type="checkbox"/> Grandparent <input type="checkbox"/> Guardian <input type="checkbox"/> Authorized Adult <input type="checkbox"/> Conservator	