

**WAIVER AND INDEMNIFICATION AGREEMENT, AND
MEDICAL TREATMENT AUTHORIZATION FORM**

By purchasing a recreation card or fitness center pass you are agreeing to the following:

1. **EXCULPATORY CLAUSE.** In consideration for receiving permission for my/my child(ren)'s participation in any and all activities associated with Dallas Park and Recreation Department Programs (hereafter referred to as "activity") and deriving educational, cultural and/or recreational benefits from the activity, which is sponsored by the Park and Recreation Department of the City of Dallas, I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes the City of Dallas, its City Council and its members, its boards and commissions and their members, its officers, employees, servants, agents, volunteers, successors, assigns, and any other person acting under its permission and authority (collectively herein referred to as "CITY") from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that I/my child(ren) may sustain while participating in the activity, while traveling to and from the activity, while on the premises owned or leased by the CITY, or otherwise in the care of the CITY, ***including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of the CITY.*** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.
2. **MEDICAL AUTHORIZATION AND INDEMNITY CLAUSE.** I know that there are inherent risks to my child(ren), myself, and others involved with the activity, including cuts and scrapes, dehydration/heat stroke, sprains, and unintentional collision injuries like broken bones, concussions, permanent injury, or death, and I choose to voluntarily participate/allow my child(ren) to participate in the activity with full knowledge that the activity may be hazardous to me, my child(ren) and my property, and to the person and property of others. I acknowledge the activity may be physically strenuous. I know of no medical reason why I/my child(ren) should not participate. I understand the CITY cannot be expected to control all of the risks articulated in this form and the CITY may need to respond to accidents and potential emergency situations. Therefore, I give my consent for any medical treatment that may be required, as determined by a medical professional, during my/my child(ren)'s participation in the activity with the understanding that I will be responsible for the cost of any such treatment. ***I agree to indemnify and hold harmless the CITY*** from any and all liabilities, claims, demands, injuries (including death), or damages, including court or medical costs and attorney's fees and expenses, which may occur to myself, my child(ren), other participants, and third-persons as a result of my/my child(ren)'s participation in the activity, ***including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of the CITY.***
3. **MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER.** I understand the CITY cannot be expected to control all of the risks articulated in this form and the CITY may need to respond to accidents and potential emergency situations. Therefore, I give my consent for any medical treatment that may be required, as determined by a medical professional, during my/my child(ren)'s participation in the activity with the understanding that I will be responsible for the cost of any such treatment. I agree to indemnify and hold harmless the CITY for any costs incurred to treat me/my child(ren), even if the CITY has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes the CITY from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child(ren) while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, ***including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of the CITY.*** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.
4. **RELEASE OF PHOTOGRAPHS/VIDEO/AUDIO.** I expressly give and grant to the CITY the unqualified right, privilege, and permission to reproduce, publish, and circulate in every manner or form (including radio, television, newspapers, magazines, and the internet) video tapes, films, photographs, transparencies, and other images and likenesses of me, my child(ren), family, and/or property and audio recordings of my and their voices (collectively referred to as "video and audio recordings") , and I hereby grant, assign and transfer to the CITY all rights and interest therein at no charge. I specifically authorize and empower the CITY to cause any such video and audio recordings, to be copyrighted or in any other manner to be legally registered in the name of the CITY. I, for myself, my family, my child(ren), my heirs, executors, administrators and assigns, hereby remise, release, and discharge the CITY from any and all claims of any kind due to the use of such video and audio recordings, including all claims for damages or injunctive relief for libel, slander and invasion of the right of privacy.