



TOWN OF SMYRNA
 SMYRNA PARKS AND RECREATION DEPARTMENT
 SMYRNA OUTDOOR ADVENTURE CENTER

WAIVER OF LIABILITY
RELEASE AND INDEMNIFICATION

Participant Name: _____ AGE: _____

Address: _____
 Street City State Zip

Phone: () - Cell: () -

ACTIVITY FOR WHICH WAIVER IS EXECUTED:

Event Name: _____ Event Date: _____

The Town of Smyrna is a municipal corporation organized under the laws of the State of Tennessee, and as such the Town of Smyrna, its appointed or elected officials, agents, employees, and assigns, provides for and leads certain activities, including, but not limited to, boating and other river activities, hiking, and community clean-up events, which activities present inherent risks and hazards to personal safety and property, including but not limited to, physical exertion and injury, contact with other participants, and drowning. All activities are undertaken voluntarily by participants, and all participants share in the responsibility for their own safety and the safety of others involved.

I hereby acknowledge that I am voluntarily participating, and as applicable, allowing my child(ren) or dependent(s) to participate, with the knowledge of the risks referred to above. I assume and accept full responsibility for the acknowledged risk of the activities in which I, my child(ren), or dependent(s) participate and for any injury, damage, death, or other loss suffered by me, my child(ren) or dependent(s), resulting from those risks. It is my responsibility to ensure that I, my child(ren) or dependent(s) am (is/are) properly clothed and am (is/are) using appropriate equipment for the activity in which I, my child(ren) or dependent(s) am (is/are) participating. I represent and warrant that I, my child(ren) or dependent(s) am (is/are) physically fit and able to participate in the activities in which I, my child(ren), or dependent(s) chose to participate. I understand and I agree therefore to waive all claims that I, my child(ren) or dependent(s) may have against the Town of Smyrna, its appointed or elected officials, agents, employees, and assigns, and agree that neither I, nor anyone acting on my behalf, or on the behalf of my child or dependent if applicable, will make a claim or file a lawsuit against the Town of Smyrna, its appointed or elected officials, agents, employees, and assigns.

I, the undersigned, hereby indemnify, defend and hold harmless the Town of Smyrna, its appointed or elected officials, employees, agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, interest, attorney's fees, cost and expenses of whatsoever kind or nature, arising out of my, my child(ren) or dependent(s) participating in this program. I further recognize the authority of the Town of Smyrna Parks and Recreation Department/Smyrna Outdoor Adventure Center Staff to remove any participant from the facility and or event if deemed necessary in order to ensure compliance with applicable Town of Smyrna rules and regulations and to ensure the well being of park users, programs, Town facilities and citizens. Recognizing this authority, I hereby hold the Town of Smyrna and its designees and appointees harmless.

The foregoing waiver, release and indemnification agreement shall be as broad and inclusive as permitted under the laws of the State of Tennessee. If any portion of this document is held invalid, the balance shall continue in full force and effect.

I have read, understand and agree to the terms of this document.

 Participant Signature
 (Required if participant is 18 years or older)

 Date

[IF APPLICABLE] I am the legal guardian of the participant, and I hereby consent to his/her participation. I have read and explained the foregoing release and indemnification agreement to my child or dependent, and I hereby agree to its terms on behalf of myself and the participant.

Signature of Parent/Guardian
(Required if participant is under 18 years of age)

Date

Parent/Guardian's Printed Name