

**PARTICIPANT RELEASE, DISCHARGE,
WAIVER AND COVENANT NOT TO SUE**

In consideration of _____

(full name of participant)

(“Participant”) having been provided the opportunity to participate in the City of Burlington’s SUMMER BASEBALL/SOFTBALL (“Program”) and, in connection therewith, to use the equipment that is being provided by the City of Burlington, a Colorado municipal corporation (“City”), the Participant and his/her parent or guardian hereby voluntarily agree as follows:

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE. Each of the Participant and his/her parent or guardian agrees, for themselves and their personal representatives, executor, administrators, heirs, next of kin and assigns, to release and discharge the Program and the City and each sponsor and promoter of the Program or any part thereof, and all of the foregoing’s respective successors and assigns (collectively, “Releasees”), from, and waive in respect of each Releasee and covenant not to sue any Releasee for, any and all liabilities, losses, damages, costs, expenses including, but not limited to, attorneys’ fees and expenses, causes of action, suits and claims of any nature whatsoever (collectively, “Liabilities”) arising from, based upon or relating to personal injury or death to, or damage to or loss of property of, the Participant or his/her parent or guardian sustained in connection with the Participant’s participation in the Program or travel to or from the Program location. Such release, discharge, waiver and covenant not to sue shall include, but not be limited to, any and all such Liabilities caused in whole or in part by the negligence of any Releasee in connection with such Releasee’s involvement with the Program (for example, in connection with such Releasee’s training of Program personnel or provision of or failure to provide protective equipment or failure to require that protective equipment be worn).

PARTICIPANT ASSUMES RISK. Each of the Participant and his/her parent or guardian is aware of and understands the inherent risks and dangers of the Program and the potential for injury that exists when participating in this activity, and agrees to assume all risk of and responsibility for personal injury or death to, or damage to or loss of property of, the Participant arising from, based upon or relating to the Participant’s participation in the Program. Such assumption of risk includes, but is not limited to, any personal injury or death, or damage to or loss of property, arising from, based upon or relating to the lack of skill of any Participant, the improper conduct of any Participant and the acts or omissions of any referee, coach or supervisor, and any personal injury or death, or damage to or loss of property, caused in whole or in part by the negligence of any Releasee. Each of the Participant and his/her parent or guardian understands and agrees that, in the event of any injury to Participant, none of the Releasees will be responsible for any decisions relating to medical treatment for Participant or for such treatment itself.

NO OBLIGATION OF RELEASEES. None of the Releasees shall have, or be deemed to have, any obligation to Participant or his/her parent or guardian hereunder or otherwise in connection with the Program including, but not limited to, with respect to the continued provision of equipment and continuation of the Program at the Program location or otherwise.

MISCELLANEOUS. This Release, Discharge, Waiver and Covenant Not to Sue shall be governed by and construed in accordance with the laws of the State of Colorado. If any portion of this Release, Discharge, Waiver and Covenant Not to Sue shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

REPRESENTATIONS. Each of the Participant and his/her parent or guardian states that he/she understands that the City may not be the owner or operator of the Program or its location. Each of the Participant and his/her parent or guardian further states that the Participant is in good physical condition, is physically fit to participate in the Program and is not subject to any medical condition that poses or may pose any risk of harm or disability to others.

Name of Participant
(Please Print): _____

Signature of Participant _____
Date: _____

Name of Parent/Guardian
(Please Print): _____

Signature of Parent/Guardian: _____
Date: _____

Name of Witness
(Please Print): _____

Signature of Witness: _____
Date: _____

I authorize the Burlington Activities Department to record and photograph the image of my child, if under 18 years of age, for use in advertising, education and promotional programs. I also recognize that these audio, video and image recordings are the property of the Burlington Activities Department.

_____ **Yes, I authorize use of my child's image.**

_____ **No, I do not authorize use of my child's image.**

Signature of Parent/Guardian: _____ **Date:** _____