

**TOWSON RECREATION COUNCIL
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY
AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)**

IN CONSIDERATION of being permitted to participate in any way in Towson Recreation Council during the calendar year of 2005 or the duration of an activity in which I participate if that activity should commence in 2005 and continue into 2006, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the athletic and/or recreational Activities in which I wish to participate and that I am qualified, in good health, and in proper condition to participate in such Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in these Activities or events.

2. FULLY UNDERSTAND that: (a) TRC ATHLETIC OR RECREATIONAL ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in a TRC Activities, the condition in which the TRC Activities takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in such Activities.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the **TOWSON RECREATION COUNCIL**, its respective officers, directors, administrators, program chairpersons, coaches, volunteers, employees, outside contractors, agents, members, team members, other participants, any sponsors, advertisers and if applicable, owners or lessors of any facilities or premises on which Activities take place, or the driver/owner of a vehicle in which I or the minor should accept a ride for purposes of transportation to, from or between Activities (each of the aforementioned considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS OR FIRST AID ADMINISTRATION; AND I FURTHER AGREE that if, despite the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____

PARTICIPANT’S SIGNATURE (if age 18 or over): _____ DATE: ___/___/07

MINOR RELEASE

AND I, THE MINOR’S PARENT AND/OR LEGAL GUARDIAN NAMED ABOVE, UNDERSTAND THE NATURE OF TRC’S ACTIVITIES AND THE MINOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN TRC ACTIVITIES. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR’S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OR FIRST AID ADMINISTRATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR’S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.

PRINTED NAME OF PARENT/LEGAL GUARDIAN: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____

PARENT/GUARDIAN SIGNATURE _____ DATE: ___/___/07
(if participant is under age 18)