

## Assumption of Risk Agreement and Release of Liability

I, \_\_\_\_\_, (hereinafter referred to as "Participant") hereby acknowledge that I am willingly volunteering my time, knowledge, experience and training for the purpose of participating in \_\_\_\_\_ at the Overland Park Arboretum & Botanical Gardens (hereinafter referred to as "Program"). The Overland Park Arboretum & Botanical Gardens is owned and operated by the City of Overland Park, Kansas (hereinafter referred to as "City"). In consideration of being given the opportunity to participate in the Program, I hereby agree to release and discharge the City, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, guardians and estate as follows:

1. Activities: I acknowledge that Participants in the Program will be engaged in activities, including but not limited to:

hereinafter the "Activities".

2. Acknowledgment of Risk: I recognize the fact that there is an inherent danger in the Program, and I understand that no amount of care, caution, instruction or expertise can eliminate this inherent danger.
3. Assumption of Risk: In recognition of the known and unknown risks of the Activities which I will engage in, I confirm that I am physically and mentally capable of participating in specifically assigned activities and/or using the equipment involved in the Program. I understand that if my mental or physical condition changes after the execution of this release such that I am not capable of participating in the activity or using the equipment, I am obliged to cease participating in the activities and/or using the equipment. I expressly agree and promise to accept and assume all of the risks existing in the Activities, including the risks of injury or death. My participation in this activity is purely voluntary, and I agree to participate in this Program in spite of the risks.
4. Release Provision: As lawful consideration for being permitted by the City to participate in the Program, related Activities and use their facilities, I hereby agree that I, my children, my parents, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute the City or its employees for injury or damage resulting from negligence or other acts, howsoever caused, as a result of my participation in the Program.
5. Continuation of Agreement: I understand that this entire agreement and release will continue in full force and effect after I complete Activities involved in the Program, and that this agreement and release shall be effective for all Program activities I participate in.
6. Release of Owner: Each and every release and waiver of the City provided in this agreement shall also apply, with equal force and effect, as a release and waiver of the owner of the property in which the facilities of the City are located.
7. Authorization of Photographs: I authorize the City to use, at its discretion, any photographs taken while I participate in the Program and I waive any claims that I, my children, my parents, my heirs, assigns, personal representatives, guardians or estate now have or may have resulting from such photographs or reproductions thereof.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS CITY ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST THE CITY ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN.

IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE THE CITY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AND ANY ALLEGED LIABILITY ARISING FROM MY ACTIONS AS A PROGRAM PARTICIPANT.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY AND I SIGN IT OF MY OWN FREE WILL.

**Signature of Participant:**

**Print Name:**

**Street Address:**

**City and State:**

**Zip:**

**Phone:**

**Date of Birth:**

**Today's Date:**

***\*Fill out if Participant is a minor:***

The undersigned is the parent or legal guardian of the Participant \_\_\_\_\_, DOB \_\_\_\_\_ (the "Participant"). As parent or legal guardian of the Participant, I am allowing the above to participate in the Activities noted above, am aware of the risks associated therewith, and in exchange for the City allowing the Participant to participate in the Activities hereby promise and agree to hold harmless, release, defend and indemnify the City for any claim by the Participant or third parties regarding injury or harm sustained to the Participant of any nature arising from the Activities noted above.

\_\_\_\_\_  
Signature of parent or legal guardian

\_\_\_\_\_  
Printed name of parent or legal guardian

**Street Address:**

**City and State:**

**Zip:**

**Phone:**

**Today's Date:**