

# Participant Information Form, Release & Liability Waiver

## City of Rapid City Parks & Recreation Department

PLEASE PRINT. Each adult participant (at least 18 years old) must read and sign a separate Participant Information Form, Release & Liability Waiver ("Agreement"). If the participant is a minor (under the age of 18), his or her custodial parent or legal guardian must read and sign this Agreement on behalf of the minor participant. If an adult participant is also a custodial parent or legal guardian to minor participants, the adult participant must list those minor participants and sign for him/herself and also on behalf of all listed minor participants.

Adult Participant OR Parent/Guardian Information: First Name, Middle Initial & Last Name				
Date of Birth: ____/____/____ Gender: _____ Address: _____				
City: _____ State: _____ Zip Code: _____				
Day Phone: _____ Evening Phone: _____ Cell Phone: _____				
Preferred Contact #: _____				
E-mail: _____ (If you wish to be added to our notice of cancellations list, please include your email)				
All MINOR Participant Family Members: First Name, MI, Last Name	Relationship to above	Date of Birth	Gender	Email
<b>BEHAVIOR POLICY FOR ALL PARTICIPANTS:</b> By submitting this Agreement, you for yourself and on behalf of all of the minor participants listed herein, agree to abide by the policies and conditions of the Rapid City Parks and Recreation Department "Behavior Policy." A full-length version of the Behavior Policy may be found at <a href="https://www.rcgov.org/departments/parks-recreation/recreation.html">https://www.rcgov.org/departments/parks-recreation/recreation.html</a> or by picking up a copy at one of the facilities. The Policy is summarized herein as follows. The purpose of the Behavior Policy is to inform Rapid City Parks & Recreation patrons of the standards of conduct and behavior that are expected and will be enforced in programming and facility premises. Recreation users are expected to conduct themselves in a manner that is safe and conducive to fair play and allows for sharing of the facility with other users of all ages and interests. Certain types of behavior can be potentially harmful or dangerous and will not be accepted. Behaviors that may result in the loss of recreation facility/programming services and/or criminal prosecution include: improperly using any equipment or materials of Parks & Recreation; verbal, physical, or sexual harassment; disturbing the peace, as defined in Rapid City Municipal Code 9.08.040; and vandalism. The Rapid City Parks & Recreation Department reserves the right to suspend the program/facility privileges of any patron suspected of engaging in any of the above-enumerated activities, or other disruptive or unsafe conduct, for the length of suspension the Parks & Recreation Department deems appropriate, including the permanent loss of access. Any fees or costs for use of the facility or participation in any program will NOT be refunded. Recommended guidelines for suspension periods are found in the full Behavior Policy. Any person suspended under the Policy may appeal the suspension pursuant to the full Policy. The Rapid City Parks & Recreation Department staff will endeavor to maintain order in and around its facilities and property. Staff will intervene in an appropriate manner when necessary to maintain or restore order and are encouraged to solicit the assistance of law enforcement personnel when needed.				
Initial Here _____				

\*\*Please be sure to fill out ALL sides and pages of this form.\*\*

Emergency Contact	Relationship	Home Phone	Work Phone	Cell Phone/Pager
1.				
2.				

**HEALTH & SPECIAL NEEDS:** It is the responsibility of the adult participant or the custodial parent or legal guardian of all listed minor participants to disclose all relevant information regarding any participant's health and special needs. Additional information and/or a physician's clearance may be required for participants with special needs or medical conditions. \*\*Information will be kept confidential and used only to determine appropriate assistance.\*\*

**Please check one box:**

- All participants listed herein HAVE NO health or special needs.
- The following participants HAVE THE FOLLOWING LISTED health or special needs.

Health & Special Needs	Name: _____	Name: _____	Name: _____	Please circle options & list current medications
ADD, ADHD				
Allergies				Mild / Moderate / Severe
Asthma				Mild / Moderate / Severe
Communicable diseases				
Diabetes				Type I / Type II independent in self-care/ needs daily assistance
Diet or activity restrictions				
Other medications				
Seizure disorder				
Other conditions / disabilities				
Wheelchair user				

**NOTES:**

**PHOTOGRAPH RELEASE:** In consideration of being allowed to participate in a City-sponsored activity or use any City facility, I hereby grant to the City of Rapid City the absolute and irrevocable right and permission to use, reuse, and publish all pictures of me and/or all of the minor participants listed herein taken in the course of City of Rapid City business. I fully understand that I hold no control over the use of the photograph(s) in which I and/or the minor participants are pictured. Further, I grant to the City of Rapid City and those who may represent the City the right to use my name and/or the names of the minor participants. I hereby release the City from any and all claims and demands arising out of or in connection with the City, as well as the person(s) who took the photograph(s).

Initial Here \_\_\_\_\_

**\*\*Please be sure to fill out ALL sides and pages of this form.\*\***

**PERMISSION TO AUTHORIZE TREATMENT FOR ALL MINOR PARTICIPANTS LISTED HEREIN:** In the event of emergency injury or illness while participant is participating in any City-sponsored activity or using any City facility, I, the undersigned custodial parent or legal guardian, hereby authorize the Parks and Recreation Department to consent to medical treatment on behalf of minor participant. I, as the undersigned custodial parent or legal guardian of the minor participant identified in this form, hereby authorize the Parks and Recreation Department and its adult public officers, employees, and agents into whose care the minor participant has been entrusted, to consent to any x-ray, examination, anesthetic, medical or surgical diagnosis or treatment and hospital care to be rendered to said minor under the general or special supervision and upon the advice of a licensed physician or surgeon. It is understood that if time and circumstances reasonably permit, the Parks and Recreation Department will endeavor, but is not required, to communicate with me prior to consenting to such treatment. The undersigned further agrees to RELEASE, DISCHARGE, HOLD HARMLESS, AND COVENANTS NOT TO SUE the City of Rapid City, its public officers, employees, and agents on the account of any injury to the minor associated with any medical care performed or provided with consent given pursuant to this authorization. This authorization to consent to treatment of the minor participant is given to the Parks and Recreation Department in conjunction with any activity or event in which the minor's care is entrusted to the Parks and Recreation Department.

**Initial Here** \_\_\_\_\_

**PERMISSION FOR FIELD TRIPS FOR ALL MINOR PARTICIPANTS LISTED HEREIN:** Some recreation activities include field trips to parks or public sites. Staff and participants arrive at their destination by either walking or riding on City-approved vehicles. I hereby consent to the staff of Parks and Recreation Department taking minor participant on field trips during the recreation activity.

**Initial Here** \_\_\_\_\_

**COVID-19 AND OTHER DISEASES:** Participant acknowledges and agrees that participation in City-sponsored activities or the use of City facilities comes with inherent risks, including the exposure to viruses and bacteria that may cause illness or even death. COVID-19 is caused by an extremely contagious virus that spreads easily through person-to-person contact. The Centers for Disease Control and Prevention recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, permanent disability, and death. Participating in City programs or accessing City facilities could increase the risk of contracting COVID-19. The City in no way warrants that COVID-19 infection, or exposure to other viruses and bacteria that may cause illness or death, will not occur through participation in City programs or accessing City facilities.

**Initial Here** \_\_\_\_\_

**RISK OF BODILY INJURY OR DEATH:** I hereby acknowledge and agree that participation in City-sponsored activities or the use of City facilities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) death. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Agreement.

**Initial Here** \_\_\_\_\_

**\*\*Please be sure to fill out ALL sides and pages of this form.\*\***

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN A CITY-SPONSORED ACTIVITY OR USE ANY CITY FACILITY, PARTICIPANT AGREES TO THE FOLLOWING:

1. PARTICIPANT HEREBY VOLUNTARILY RELEASES, FOREVER DISCHARGES, AND HOLDS HARMLESS THE CITY OF RAPID CITY, ITS PUBLIC OFFICERS, EMPLOYEES, AND AGENTS from any and all liability, claims, demands, actions and causes of action which I may hereafter have on account of being on City property, participating in a City-sponsored activity, or using any City facilities or equipment. Additionally, Participant hereby voluntarily covenants not to sue the foregoing.
2. PARTICIPANT HEREBY ASSUMES ALL RISK (BOTH KNOWN AND UNKNOWN) OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while being on City property, participating in a City-sponsored activity, or using any City facilities or equipment – whether caused by any negligent act or omission of participant or otherwise. However, this Agreement does not apply to the following acts engaged in by the City, its public officers, employees, or agents: gross negligence, intentional acts, or willful acts. Participant expressly agrees that this Agreement is to be as broad and inclusive as permitted by South Dakota law and releases the City, its public officers, employees, and agents from negligence to the fullest extent permitted by law. If any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.
3. PARTICIPANT AGREES TO INDEMNIFY AND DEFEND RAPID CITY, ITS PUBLIC OFFICERS, EMPLOYEES, AND AGENTS for and against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which Rapid City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of participant being on City property, participating in a City-sponsored activity, or using any City facilities or equipment.
4. THIS AGREEMENT shall be binding upon participant and participant's heirs, executors, administrators, personal representatives, and assigns and shall inure to the benefit of Rapid City its agents, public officers, and persons herein designated and their heirs, executors, administrators, personal representatives, assigns and successor in interest.

**FOR ADULT PARTICIPANT:**

**I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING, and that I am aware of the legal consequences of this Agreement. By signing below, I express my understanding and intent to enter into this Agreement knowingly, willingly, and voluntarily.**

Adult Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

**FOR ALL MINOR PARTICIPANTS:**

**I HEREBY WARRANT THAT I am the custodial parent or legal guardian of any minor participants listed herein. I acknowledge that I have read the foregoing, and that I am aware of the legal consequences of this Agreement. By signing below, I express my understanding and intent to enter into this Agreement knowingly, willingly, and voluntarily on behalf of any minor participants listed herein and on behalf of myself.**

Custodial Parent/Legal Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_