



Starting January 16, 2017

Monday-Thursday

3pm-5pm

& play!

 Tutor and Play will give children from 5-18 years old a safe, fun place to complete their homework and then participate in the activity of the day.

 Students must have a waiver signed by a parent/guardian before they will be able to participate. Waiver will be available at Silver Street Park.





New Albany Parks & Recreation



Waiver/Release

TUDOR AND PLAY WAIVER AND RELEASE OF LIABILITY
READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the City of New Albany and New Albany Parks and Recreation's activities, programs, events, leagues, athletics and related activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury from the activities involved in these programs can be significant, including the potential for permanent paralysis and death, and while particular rules, equipment, supplies, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the City of New Albany, New Albany Parks and Recreation, and their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 5) I grant and convey all right, title, and interests in any photographs, images, video, or audio recordings of me or my likeness or voice made in connection with my providing volunteer services to the City of New Albany and New Albany Parks and Recreation.
- 6) I grant New Albany Parks and Recreation employees the right to assist my child with his/her school work, as a part of the voluntary after-school programs offered to students by the New Albany Parks and Recreation Department. The employee(s) in charge of the voluntary after-school program may also assist my child at their school with their school work, as well as check on them to ensure they are succeeding in school.

I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana and that this release shall be governed by and interpreted in accordance with the state laws. I agree that in the event that any clause or provision of this release is deemed invalid, the enforceability of the remaining provisions of this release shall not be affected.

Please sign and date on the back of this form.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ Date Signed: _____

(Participant's Signature)

(Print Name)

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

_____ Date Signed: _____

(Parent/Guardian Signature)

_____ Emergency Phone Number :(_____) _____

(Parent/Guardian Printed Name)

(Home Address)

This signed waiver/release should be kept on file by the sports organization for at least 7 years or possibly longer if the player has been involved in a serious injury.