

## MINOR WAIVER FORM

Minors 12 and older, who come without an adult, must have a minor waiver on file at the center (*minors under the age of 12 must be accompanied by an adult*). This form must be filled out and submitted in-person by a parent or legal guardian prior to a youth's participation in any facility open activity sessions (e.g., public swim, open gym). A minor's birth certificate or proof of age is required, if requested by staff.

### MINOR INFORMATION (Please Print Clearly)

BIRTH DATE:
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FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

MINOR/ALT CONTACT #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

### PARENT OR LEGAL GUARDIAN INFORMATION: (Please Print Clearly)

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

CONTACT #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Do you have an Alamogordo Rec Center Account?  YES  NO

*If you do not have an account, one will be created for you upon this agreement.*

**THE BACK OF THIS FORM CONTAINS THE WAIVER THAT MUST BE COMPLETED BY ACKNOWLEDGING, SIGNING AND DATING IN THE DESIGNATED AREAS.**

*Thank you,*

*ARC Management*

**Parent/Legal guardian must acknowledge in understanding of the following policies:**

Alamogordo Recreation Staff reserve the right to dismiss, suspend, and/or ban a minor from the center for violating facility rules, regulations and/or staff direction.

**I ACKNOWLEDGE \***

**Parent/Legal guardian must read and sign in understanding of waiver:**

**ALAMOGORDO RECREATION CENTER ACTIVITY WAIVER**

*I AM AWARE THAT ANY PHYSICAL ACTIVITY INCLUDES CERTAIN RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY OR DEATH. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND HEREBY AGREE TO ACCEPT FULL RESPONSIBILITY FOR THE RISKS INVOLVED FOR MYSELF AND MY CHILD.*

*In consideration of being allowed to participate in activity sessions at the Alamogordo Recreation Center, I acknowledge and agree to the following:*

**Hazards.** There is an inherent risk in any physical activity including but not limited to the risk of serious injury or death.

**Participation is Voluntary.** The use of the Alamogordo Recreation Center activities, facilities or equipment is voluntary with complete and full understanding that such usage involves hazards and dangers.

**Conduct.** I will obey and comply with all facility rules and regulations as well as any direction given by Alamogordo Recreation Center staff.

**Equipment.** Any equipment or gear that I may receive, rent, or borrow from the Alamogordo Recreation Center, I use at my own risk.

**WAIVER OF LIABILITY**

*By signing, I hereby release and forever discharge the City of Alamogordo, a New Mexico municipal corporation ("City"), its elected and appointed officials, directors, officers, boards, commissions, agents, representatives, servants, and employees, and any and all other persons, firms, or corporations who are or might be liable ("Released Parties") from any and all claims of any kind or character which I or my child have or may have against them due to my participation, or my child's participation, in programs, services or activities at the City's Alamogordo Recreation Center ("Activities"). This waiver includes all damages, losses, costs, expenses, and injuries that allegedly occur during or arising out of the Activities. In that regard, I covenant to indemnify, defend, and hold harmless the Released Parties to the fullest extent permitted by law from any loss or damages, including reasonable attorneys' fees and litigation expenses, which may be incurred by the Released Parties in the event any such claims are asserted against them or any of them. I understand that medical claims and health insurance for myself and my child are my responsibility. This waiver does not extend to any such claim or liability that is caused by the sole and exclusive intentional acts or gross negligence of the City or its officers, employees, or agents.*

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I AM VOLUNTARILY SIGNING THIS AGREEMENT.**

**PARENT/GUARDIAN SIGNATURE: \*** \_\_\_\_\_

**DATE: \*** \_\_\_\_\_