

ACCIDENT WAIVER AND RELEASE OF LIABILITY

I, the undersigned, certify that I am the parent and/or guardian of _____, a minor. I further certify that I have the legal authority to execute this Accident Waiver and Release of Liability on behalf of myself, personally, and on behalf of my child or ward.

I certify that my child or ward has no health-related problems or reasons which would preclude his or her ability to volunteer for the City of Rogers or ones of its' agencies. (hereafter referred to collectively as "City")

I certify that my child or ward's volunteer efforts and activities are completely voluntary, and I understand and acknowledge that some of the activities in which my child will be participating in are inherently dangerous and involve certain levels of risk. As such, I acknowledge that by allowing my child or ward to participate in volunteer activities at the City, I am assuming and accepting that risk and desire that any damages or expenses sustained by my child or ward be my responsibility, solely.

In consideration of my child or ward being allowed engage in volunteer activities at the City, I hereby take action for myself, my child or ward, and any and all of our heirs, estates, and assigns as follows:

1. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, the City as it relates to my child or ward's volunteer activities for City, and any and all agents, officers, employees, volunteers or any other persons affiliated with said entities. This waiver, release and discharge of liability includes, but is not limited to, any damages or claims for personal injury, disability, death, property damage, property theft, and any action of any kind which may occur during my travel to and from volunteer activities for the City. I acknowledge that this waiver applies even in the event that my child or ward is harmed due to the negligence or fault of the entities released. I further understand that the City of Rogers and its' agencies are immune from liability and from suit for certain damages except to the extent that they may be covered by liability insurance and that no tort action shall lie against any such political subdivision because of the acts of its' agents and employees. (See A.C.A. 21-9-301)

2. I HOLD HARMLESS AND PROMISE NOT TO SUE or make any sort of claim against the entities and persons listed above for any type of damages, whether caused by the negligence of the released parties or not.

3. I CONSENT that my child or ward may be administered any sort of medical treatment or first aid that is deemed advisable in the event of injury, accident and/or illness during his or her participation in volunteer activities at the City.

I certify that this Accident Waiver and Release of Liability shall be construed as broadly as allowed under Arkansas law in favor of the City, and that if any part of this Accident Waiver and Release of Liability shall be void for any reason, the rest of this waiver shall be given full effect.

I CERTIFY I HAVE READ AND UNDERSTAND THE FORGOING DOCUMENT, THAT I AM THE AND/OR A CUSTODIAL PARENT AND HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT AND AM EXECUTING THE SAME UNDER MY OWN FREE WILL.

Dated this _____ day of _____, 2020.

Parent or Guardian

Parent or Guardian