

Waiver of Liability & Medical Release



I, the undersigned, being the age of 18 or above, desire to personally participate in, or if I am the legal guardian or parent of the minor participant listed herein I desire for the minor to participate in, the Springfield-Greene County Park Board's Challenge Program. I understand and acknowledge that the activities for The Challenge Program may involve physical exertion in hot, cold or other weather conditions and will involve participation in exercises that are physically demanding and may subject the participant to stress and anxiety and I realize that these activities may involve inherent risks of INJURY - participants will be climbing and walking on cables, logs, ladders, walls, and beams, at times, 6 feet above the ground. I should not participate in this activity unless I am medically able, which I represent myself to be. I assume any and all risks associated with participation in this activity, including but not limited to falls, collisions involving persons, the effects of weather and/or physical exertion in conditions which may involve inherent risks of injury, including but not limited to high heat and/or humidity or extreme cold, all such risks being known and appreciated by me. I understand that my participation in The Challenge Program is entirely voluntary on my part and I hereby voluntarily agree to expressly assume all such risks which may result from the activity or in any way related to my participation in the activity.

I understand that my participation in The Challenge Program is not covered by insurance provided by the City of Springfield ("City") or the Springfield-Greene County Park Board ("Park Board"), or their employees or agents. Knowing the risks, and in consideration of being permitted to participate in The Challenge Program activities, I, intending to be legally bound hereby, for myself, my personal representatives, my heirs and assignees, do hereby hold harmless and release, waive, discharge and covenant not to sue the City or Park Board, or any of their employees or agents, for any and all claims or liability for any damages, including but not limited to those which may be attributable to weather conditions, on account of death, injuries, or illnesses to persons or property damage of the undersigned of any kind or nature whatsoever arising out of, or in any way connected with, the undersigned's participation in these activities. If needed, I authorize any person connected with the activity or the Springfield-Greene County Park Board to administer first aid to me, as they deem necessary. I authorize medical and surgical care and transportation to a medical facility or hospital for treatment necessary for my well being, at my expense.

Prior to my participation, I will be advised of the rules and requirements governing my participation. I agree to accept and abide by those rules and requirements. I also agree that if at any time I believe the Challenge activities are beyond the scope of my capabilities, I will immediately so notify Challenge personnel and withdraw from participation. This agreement will apply for each and every day I engage in the activity.

If the participant is under 18 years of age, both the participant and the participant's Parent or Legal Guardian (collectively referred to as the undersigned herein) must sign on behalf of the participant, and the undersigned hereby authorizes participation in the activities on the part of the minor named herein and hereby assumes all risks associated with same, as fully set out above. The undersigned parent or guardian acknowledges that she/he is signing this agreement on behalf of a minor and that the minor shall be bound by the terms of the agreement, and that the participant's assignees, subrogors, heirs, next of kin, executors and personal representatives shall also be bound.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND WAIVER OF LIABILITY AND KNOW THE CONTENTS THEREOF, AND HEREBY EXPRESSLY AGREE THAT THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF MISSOURI AND HEREBY VOLUNTARILY AGREE TO ITS TERMS.

Signature of Participant: _____
Print Name Here: _____ Date of Birth & Age _____ Date Signed _____

Signature of Parent/Legal Guardian: _____
(If Participant is under 18) Print Name of Guardian Here: _____ Date Signed _____

In the Event of an Emergency, Please Contact – Print Name, Relationship and Telephone Number on Line Above

Tel: 417-837-5737 300 E. Harrison Parkboard.org/SPARC
Fax: 417-831-1769 Springfield, MO 65806 SPARC@springfieldmo.gov

