

City of Goodyear Standard Waiver

I/we, the undersigned participant, parent or legal guardian, hereby covenant to indemnify, defend and save harmless the City of Goodyear, its Mayor and Council, appointed board and commissions, officials, officers and employees, individually and collectively; from all losses, claims, suits, actions, payments, judgments, demands, expenses, attorney's fees; defense cost, or actions of any kind resulting from personal injury to any person, (including bodily injury and death) arisen out of negligent performance of the individual hereunder, except any injury or damages arising out of the sole negligence of the City, its officers, agents or employees from any City program.

I/we, the undersigned participant, parent or legal guardian, hereby authorizes the City of Goodyear staff to obtain any needed medical assistance in case of an emergency, illness or accident. I understand that any resulting expenses or charges are my responsibility and I will pay them immediately, either directly or through personal insurance.

I/we, the undersigned participant, parent or legal guardian, understand that the City of Goodyear does not carry accident insurance for this program, and I will not hold the City of Goodyear responsible for accidents or injuries sustained in any City program from here on out. Pursuant to state law, the City of Goodyear is not liable for injury or damages to program participants unless caused by willful, malicious or grossly negligent conduct. A.R.S. & 33?1551.

I/we, the undersigned participant, parent or legal guardian, recognize that participation in any City recreational programs, events and activities may increase the risk of being infected with "contagious illnesses and/or viruses including, but not limited to COVID-19 or other coronavirus strains" (hereinafter collectively referred to as "Contagious Illnesses"). I/we, the undersigned participant, parent or legal guardian understand that COVID-19 is extremely contagious; and, I/we, the undersigned participant, parent or legal guardian understand that Contagious Illnesses can be airborne, or spread with person-to-person contact, or spread with person-to-object contact. I/we, the undersigned participant, parent or legal guardian acknowledge that the City of Goodyear (hereinafter referred to as the "City") has put in place preventative measures to reduce the spread of Contagious Illnesses at City facilities and during City recreational programs, events and activities; however, I/we, the undersigned participant, parent or legal guardian also acknowledge that the City cannot guarantee that any participant will not become infected with Contagious Illnesses during use of City facilities or during participation in City recreational programs, events and activities. I/we, the undersigned participant, parent or legal guardian, acknowledge the extremely contagious nature of COVID-19 as well as the contagious nature of other Contagious Illnesses, and voluntarily assume the risk that any participant may be infected during use of City facilities or during participation in City recreational programs, events and activities; and that such an infection may result in personal injury, illness, permanent disability, and death. I/we, the undersigned participant, parent or legal guardian, understand that the risk of becoming infected by Contagious Illnesses during use of City facilities or during participation in City recreational programs, events and activities may also result from the actions, omissions, and/or negligence of myself and others, including, but not limited to, City officials, employees, agents, volunteers, and recreational program event/activity participants and their families. I/we, the undersigned participant, parent or legal guardian, voluntarily agree to assume all of the foregoing risks and accept sole responsibility for being infected with Contagious Illnesses or injury (including, but not limited to, personal injury, disability, and death), and any other damage, loss, claim, liability, or expense, of any kind, that may occur in connection with use of City facilities or participation in City recreational programs, events and activities. I/we, the undersigned participant, parent or legal guardian, hereby agree not to sue and to defend, indemnify, and forever release and hold harmless the City, its officers, employees, agents, and volunteers, individually and collectively, while acting in their official capacity; of, from and against any and all liability, damage, claims, suits, payments, judgments, demands, expenses, attorney's fees, defense costs, and/or actions, of any kind or nature, including fault or negligence, related to, arising out of, or alleged to arise out of directly or indirectly from a Contagious Illnesses infection occurring during the use of City facilities or during the participation in City recreational programs, events and activities.

I/we, the undersigned participant, parent or legal guardian, agree to adhere to the following City of Goodyear Parks & Recreation policies regarding recreational programs and reservations: 1) Cancellations/Refunds: If a program is cancelled, you will be notified and an alternative offered, if one is available. If no alternative is available, a check or credit card refund will be issued. The Parks & Recreation Department reserves the right to cancel, postpone or combine classes, change facilities or instructors as needed. If the participant wishes to cancel enrollment or fails to participate in a program, the participant must notify the Parks & Recreation Department prior to the posted refund deadline for the program or activity. Refund deadlines vary per activity. There are 3 refund options: a) Parks & Recreation Household Account: if the customer wants to have the refund posted to his/her account, a credit for the amount that was paid will be issued. This amount must be used within one year of the issue date. b) Check Refund: if the customer paid by cash or check and would like a check issued from the City Finance Department, a check will be mailed within two weeks. c) Credit Card Refund: if the customer paid by credit card, a credit card refund will be issued within 3 days. 2) Late Registration: Some programs allow late registration depending on the type of class and availability. Late fees may apply. Fees will not be prorated based on missed sessions. 3) Fees vary per program. Resident and Non-Resident fees may apply. Residents are considered to be participants who reside in the City of Goodyear and possess an 85338 or 85395 zip code. Registration, Class, Material, and/or Uniform fees may apply. 4) Non-registered individuals are not allowed to participate in any City of Goodyear Parks & Recreation Department class or program. 5) Media Release: In consideration of the City of Goodyear, Arizona (the City) agreeing to interview me or my children and/or photograph me or children and /or my property, I hereby grant my consent to the City in perpetuity to use, reuse, sell, edit, excerpt, publish, republish, individually or in conjunction with the material of any kind, my name and my likeness, my photograph and my voice, and any other reproductions of me and/or those listed under this account along with our property, including our features, with or without our names, together with any alterations or additions thereto (collectively, the Material) for any publishing, editorial, promotion, advertising, trade, business or other purpose whatsoever, except for the endorsement of any product. This Consent applies to the use, reuse, sale publication or republication of the Material in all communication mediums of any kind now existing or hereafter created including, but not limited to the newspapers, magazines, televisions, billboards, movies (theatrical or home releases), videotapes, cable TV, videocassettes, CDs, streams, etc. The City may exercise its rights granted herein in any way it sees fit without limitation, reservation or payment of any fee.

I/we, the undersigned participant, parent or legal guardian, do hereby agree to participate and/or allow the individual(s) listed to participate in the City programs as noted on this receipt. All information completed on this receipt is true and accurate. If any information changes at any time, I will notify the City of Goodyear Parks & Recreation Department.

Participant Name _____ Participant Signature _____ Date _____

Participant Phone Number _____

If under 18 years of age, parent/guardian information is required.

Parent Name _____ Parent Signature _____ Date _____

Parent Phone Number _____