

MY Denver Card Release, Waiver, and Terms & Conditions Agreement (English)

DEPARTMENT OF PARKS & RECREATION RELEASE AND WAIVER AGREEMENT-CHILD:

PLEASE READ CAREFULLY BEFORE SIGNING – IT AFFECTS YOUR LEGAL RIGHTS-Express Assumption of Risk, Release of Liability & Waiver of Certain Rights, and Indemnity.

As a custodial parent or legal guardian of **my child or children** who is/are under the age of 18 (individually or collectively, Child) and who is/are identified below, and in consideration for my Child being permitted to participate in recreational, sports or other activities, including use of equipment, facilities and transportation (collectively, Activities) offered by or on behalf of the Denver Department of Parks and Recreation (DPR) and as a condition of my Child being permitted to participate in the Activities, I agree in all respects to the following:

I acknowledge that the Activities in which I propose to allow my Child to participate have **inherent and other risks, hazards, and dangers** for a participant. I understand the risks, hazards, and dangers that may be associated with the Activities and acknowledge they cannot be entirely eliminated and may not be entirely foreseeable. I understand that these Activities may require **good physical conditioning** and a **degree of skill and knowledge**. I believe my Child has that good physical conditioning and the degree of skill and knowledge necessary to engage in these Activities safely. I understand the advisability of consulting with a physician before my Child undertakes strenuous Activities and that I am responsible for protecting the health and well-being of my Child. I agree to withdraw my Child from participation in the Activities at any time I believe my Child's health or well-being is or could be in danger and not to allow my Child to engage in any behavior that will significantly increase the risks, hazards, and dangers inherent or related to the Activities. My Child's participation in these Activities is purely **voluntary**, on both my part and my Child's part. No one is forcing my Child to participate and I elect to allow my Child to participate in spite of the risks. I am **voluntarily** allowing my Child to use DPR facilities and services with **full knowledge** of the inherent or other risks, hazards, and dangers involved, and I am hereby **assuming and accepting, on behalf of myself, my Child and my family, any and all personal risks** of injury, illness, disability, or death and the theft, loss or damage to property that may be associated with my Child's participation in the Activities or my Child's use of DPR facilities and services.

I, on behalf of myself, my Child, and my family, agree and promise not to sue and forever release, waive, and discharge the City and County of Denver and its elected and appointed officials, employees, contractors, agents, volunteers and any sponsoring agencies and entities (collectively, DENVER) from any and all legal liability to me, my Child, my family and my Child's personal representatives, executors, heirs, beneficiaries, guardians, and subrogees, for any and all claims, causes of action, judgments, liens, costs, or expenses of any nature whatsoever (collectively, CLAIMS) that arise from or are in any way connected with any injury or illness (including any disability or death) or any theft, loss or damage to property, directly or indirectly, related to or associated with my Child's participation in the Activities or my Child's use of DPR facilities or services, **regardless of the cause(s) including negligence of DENVER or others.**

I, on behalf of myself, my Child, and my family, further agree, jointly and severely, to defend, indemnify, and hold harmless DENVER from and against any and all CLAIMS that arise from or are associated with any injury or illness (including any disability or death) or any theft, loss or damage to property caused by my deliberate acts or my Child's deliberate acts or by my negligence or my Child's negligence, in whole or part, and resulting from or associated with my Child's participation in the Activities or my Child's use of DPR facilities or services.

I further agree that DENVER is not responsible for any **damage** to, or **loss or theft** of, any **personal property** belonging to my Child or me. No bailment or other legal duty exists on DENVER's part with respect to said personal property.

I have carefully read, clearly understand, and voluntarily sign this release and waiver agreement. I acknowledge and affirm that I am over the age of 17, that I have legal authority to sign this release and waiver agreement on behalf of my Child, and that this release and waiver agreement is legally binding. Failure to complete and properly sign this release and waiver agreement will result in the denial of permission to participate in the Activities or to make use of DPR facilities or services.

MY DENVER CARD TERMS & CONDITIONS

CONSENT FOR RELEASE AND UTILIZATION OF STUDENT INFORMATION

I give consent and permission for DPR, DPL and cultural partners to utilize the personal information provided in this application and to obtain verification of this application information from DPS, for the purpose of registering and administering the child's DPR membership and DPL account under the MY Denver Card Program. I authorize DPS to release my child's student information for stated purposes. I understand and agree that my child's use of the My Denver Card is pursuant to an agreement with Denver Parks and Recreation and not Denver Public Schools. Denver Public Schools is not responsible for maintaining and/or protecting any data that results from my child's use of the My Denver Card.

MEDIA AND PHOTOGRAPHY RELEASE

Any photographs or video / audios recorded during participation in any DPR activity or on DPR managed property belong to the City and County of Denver and may be used at its discretion. Individuals may receive periodic e-mail or text communication, including membership or registration opportunities. We do not share / sell email addresses; individuals may unsubscribe at any time.

LIBRARY CARDHOLDER STATEMENT OF RESPONSIBILITY

I understand that, as the responsible parent / guardian, I am liable for any lost or damaged materials checked out to my child's DPL account and agree to report any loss or theft of the card to the library immediately. To activate library privileges, present your MY Denver Card and picture ID at any Denver Public Library. ****Please note, your MY Denver Card replaces any previously-issued Denver Public Library card. **Children under the age of 13 must have a parent present with valid photo identification to activate library card.**

OUTSIDE GROUPS AND CAMPS: MY Denver privileges are not valid for youth serving outside organized groups, camps, and daycares. Outside groups, camps, and daycares must pay a usage fee of \$1.00 per person (including adults). MY Denver privileges are for individual youth MY Denver card holders. Groups of 10 or more MUST contact center supervisor or aquatic coordinator to reserve a time slot for open swim and are limited to 1 reservation per week. Information for recreation centers can be located at: www.denvergov.org/recreation.

CULTURAL PARTNERS: STATEMENT OF ACKNOWLEDGEMENT: I understand that the MY Denver Card includes additional benefits available at cultural partner locations. To access more information about these cultural partners and the details surrounding benefits I must visit www.denvergov.org/mydenvercard. I understand that cultural partners provide different benefits, rules and expectations vary for MY Denver Card visits. In addition, these MY Denver Cultural Partners may be given access to household information for communications and informational purposes.

By signing below, the Parent / Guardian confirms that the RELEASE, WAIVER and TERMS & CONDITIONS outlined above are understood and agreed to.

Parent's / Guardian's Signature

Date