

**City of Napa Parks & Recreation Department**  
**Assumption of General Risk and Waiver of Liability**  
**Recreation Swim**



As a participant or the parent/guardian of a participant in **Recreation Swim** (“Program”) that I have registered for, I recognize and acknowledge that participation in the Program has inherent risks, whether known or unknown, of acts of nature, defects in property, negligent or willful acts of other participants or third parties, and also, physical injury to my child, including, but not limited to, illness, infection with contagious diseases, falls, slips, bruises, sprains, broken bones, insect bites/stings, paralysis, other bodily injuries and sudden death. I hereby knowingly and voluntarily assume the full risk of any such injuries, damages or loss which me or my child may sustain as a result of participating in any and all activities connected with or associated with the Program.

In consideration of my child’s or my participation in the Program, I hereby voluntarily and knowingly fully release, waive, and discharge the City of Napa (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) (collectively, the “City”), from and against any and all claims or liability (including actions, demands, damages, injuries, settlements, losses, or costs [including legal costs and attorney’s fees]) (collectively, “Liability”) of any nature, arising out of, pertaining to, or relating to my child’s or my participation in the Program. I further agree to indemnify and hold harmless the City, from and against any and all Liability which may arise from my child’s or my participation in the Program, even if the Liability arises out of the negligence or carelessness of the City.

I hereby assert that I am, or my child is, in sufficiently sound health and that I currently have, or my child currently has, no known health condition, illness, or communicable disease that may makes my participation or my child’s participation in the Program injurious to myself, my child or others. If I or my child should develop any such condition, illness or disease during the term of the Program, I promise to notify representatives of the City or their designees and discontinue my participation or my child’s participation in the Program until I have, or my child has, received an appropriate medical release from my doctor or my child’s doctor.

I understand that photographs taken of recreation programs may be used by the City for promoting the City’s programs, classes or events, and I hereby give the City my permission to use my photographs or my child’s photographs for such purposes.

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Signature of Participant or Parent/Guardian

Date

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Print Name of Parent/Guardian

Name of Participant (Child)

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Name of Program Attending