



## Blue Ash Recreation Department

Blue Ash Recreation Center • 4433 Cooper Road • Blue Ash, OH 45242  
Phone: (513) 745-8550 • Fax: (513) 745-8527 • Web: [www.blueash.com](http://www.blueash.com)

### **Acknowledgement of Risk and Agreement to Participate; Waiver and Release of Liability**

**Notice:** This is a legally binding agreement. Please read it thoroughly and understand the contents.

By signing this document, you verify your understanding of the risks involved from participation in any activity and or use of recreational equipment or facilities under the management of the Blue Ash Recreation Department and you assume the risks (known or unknown, contained herein or not) associated with participation in the activities at the present date or at any future date. By signing this document, you also renounce any right or capability to recover compensation or to claim any other remedy for any personal or bodily injury, damage to property, death or any other loss or casualty resulting from participation in any activity and or use of recreational equipment or facilities under the management of the Blue Ash Recreation Department, at the present date or at any future date. Finally, in signing this document, you assert that you have reviewed and understand the safety information and policies regarding these facilities.

#### **Acknowledgement of Risk and Agreement to Participate**

Participating in leisure, fitness and recreational activities within a recreation facility and in activities such as those governed by the Blue Ash Recreation Department presents inherent dangers and risks, both anticipated and unanticipated, including all manner of injury (both physical and emotional), paralysis, death, damage to property or to other participants, or other losses. Physical injuries from participating in leisure, fitness and recreational activities may include but not limited to: Cuts, abrasions or bruising; musculoskeletal injury; over training injuries, heart attacks; strokes; head injuries; death; and the like.

Physical injury may result from any activity involving participation in programs managed by the Blue Ash Recreation Department, including but not limited to: Overexertion or participation in activities beyond individual skill level, physical or mental capability; Failure of equipment, including fitness equipment, climbing equipment, recreational equipment, or any other elements of participating in any activity and or use of recreational equipment or facilities under the management of the Blue Ash Recreation Department; and any neglect to follow established safety policies and procedures by any participant, spectator or any other person.

#### **Waiver and Release of Liability**

Following consideration and recognition of the inherent risks of participation in any activity and or use of recreational equipment or facilities under the management of the Blue Ash Recreation Department, I, on behalf of myself, my heirs, my estate, guardians, legal representatives, agents, and assigns, hereby releasing, waiving, and forever discharge the City of Blue Ash and the Blue Ash Recreation Department, their agents, employees, volunteers, or other representatives from any claims of personal injury, damage to property, death or any other loss, claim or casualty resulting from participation with the programs, activities and in or the use of the facilities of the Department. I agree to indemnify and hold harmless the City of Blue Ash and the Blue Ash Recreation Department or any entities mentioned herein from all liability, at the present date or any future date, regardless of the circumstances of the claim, whether participation is supervised or unsupervised, and whether any breach of contract or duty of care takes place. I understand that this document is legally binding for me as well as the entities mentioned herein, and I agree not to sue or otherwise make any claim against the City of Blue Ash and the Blue Ash Recreation Department or any entities mentioned herein and that the Blue Ash Recreation Department will not be held legally responsible for any loss I may suffer from participation in any way connected with the Department.

With clear knowledge of the risks involved in participating in leisure, fitness, and recreational activities, including, but not limited to those outlined herein, I voluntarily assume all risks associated with participation, known or unknown, and I agree to follow all safety policies and procedures established by the Blue Ash Recreation Department for participation within the recreational facilities. I further certify, acknowledge and agree that I am of the physical, emotional and mental capability necessary for participation with the indoor rock climbing facility and low ropes course, at the present date and any future date.

**CONTINUED ON OTHER SIDE**

**Sponsored Guests of Members Agreement**

As a membership holder, I understand that guests who are accompanying members to participate in any activity and/or use of recreational equipment or facilities under the management of the Blue Ash Recreation Department, at this date or any future date, are under my supervision as defined in the rules and policies set forth under membership guidelines for guests. Guests who are under the age of 18 were released by their parent/guardian to engage in participation in activities and/or the use of recreational equipment or facilities under the management of the Blue Ash Recreation Department. By signing this document, I agree to fully take responsibility for my guests who are under the supervision of the individuals under this membership according to the rules and policies set forth in the membership guidelines for guests.

**Disagree** (by checking this box, you will lose your guest sponsorship privileges)

**Waiver and Release of Liability, Continued**

*I have carefully read and clearly understand the provisions of this document, and I voluntarily sign this document agreeing to its terms, releasing the City of Blue Ash and the Blue Ash Recreation Department from liability for losses resulting from participation in any activity and or use of recreational equipment or facilities under the management of the Blue Ash Recreation Department at the present date and any future date.*

Primary Adult Membership Holder: \_\_\_\_\_ Membership #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Secondary Adult Membership Holder: \_\_\_\_\_ Membership #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City, State Zip

Day Phone: (\_\_\_\_\_) \_\_\_\_\_ Evening Phone: (\_\_\_\_\_) \_\_\_\_\_

**THIS SECTION TO BE FILLED OUT BY THE PARENT/GUARDIAN OF THOSE UNDER THE AGE OF 18 YEARS**

**Parent/Guardian's Additional Indemnification (for participants younger than 18 years of age):**

In consideration of the named participant (s), I acknowledge that I have carefully read and clearly understand the provisions of this document. By signing, I agree to the language in this document and agree to release, indemnify and hold harmless the City of Blue Ash and the Blue Ash Recreation Department for any claim on behalf of the named youth as a result of participation in any activity and or use of recreational equipment or facilities under the management of the Blue Ash Recreation Department at the present date or any future date.

**Please list each qualifying dependant that is on the membership who is UNDER the age of 18:**

**Printed Name**

**Membership # (Office Use Only)**

Participant 1: \_\_\_\_\_

Participant 2: \_\_\_\_\_

Participant 3: \_\_\_\_\_

Participant 4: \_\_\_\_\_

Participant 5: \_\_\_\_\_

Participant 6: \_\_\_\_\_

Participant 7: \_\_\_\_\_

Participant 8: \_\_\_\_\_

**Printed Name of Parent or Guardian:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_