

CITY OF LIBERTY
SPORTS WAIVER OF LIABILITY AND INDEMNIFICATION FORM

Athlete Name: _____

Parent/Guardian Name: _____

RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

I, the undersigned parent or legal guardian of the above-named athlete, acknowledge that participation in recreational sports organized by or held within the **City of Liberty** involves physical activity and inherent risks of injury. I agree to assume all risks, known and unknown, associated with participation in this sport or any related activity, including practices, games, and team events.

In consideration of my child's participation in this **City of Liberty recreational sports program**, I hereby:

1. **Release and hold harmless the City of Liberty**, its officials, officers, employees, coaches, volunteers, league organizers, facility owners, and all associated personnel or organizations from any liability for injury, illness, or property damage that may occur before, during, or after participation.
2. **Acknowledge** that I am responsible for ensuring my child is physically fit to participate and that I have informed the coach or league of any medical conditions or limitations.
3. **Indemnify and hold harmless the City of Liberty** and all aforementioned parties from any claims, actions, or demands resulting from participation, including any costs or attorney fees incurred in defense of such claims.
4. **Authorize emergency medical care** for my child in the event I cannot be reached and medical treatment is deemed necessary.
5. **Agree that I am personally responsible** for my safety, the safety of my child(ren), and any guests while visiting **City of Liberty facilities** to spectate or participate in any Liberty athletic event. I agree to comply with all **City of Liberty ordinances, rules, policies, guidelines, signage, and instructions**, as well as all applicable **South Carolina laws**.
6. **Acknowledge the risks associated with COVID-19**, including the increased risk due to public use of City facilities. With full awareness and appreciation of these risks, I, for myself and on behalf of my children, family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby **forever release, waive, discharge, and covenant not to sue the City of Liberty**, its officials, council members, officers, agents, servants, contractors, affiliates, employees, successors, and assigns ("Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever,

directly or indirectly arising out of or related to any **loss, damage, injury, or death related to COVID-19**, whether caused by the negligence of the Released Parties, third-party facility users, or otherwise.

7. **Agree to follow all participation requirements** at any City of Liberty facility, in accordance with City of Liberty policies and **South Carolina law**.

ACKNOWLEDGEMENT & GOVERNING LAW

By signing below, I acknowledge and represent that:

- I have read the foregoing **Waiver of Liability**, understand it, and sign it voluntarily as my own free act and deed, including without limitation the **Release of Liability** and **Indemnification** provisions contained herein.
- I am sufficiently informed about the risks involved in allowing my child(ren), or the child(ren) for whom I am legal guardian, to participate in athletic activities.
- I am aware of the risks my family and guests may be exposed to while visiting any **City of Liberty** facility and have made an informed decision to sign this document.
- No oral representations, statements, or inducements apart from the foregoing written agreement have been made.
- I am at least **eighteen (18) years of age** and fully competent to sign this agreement.
- I understand that if I have concerns about my health or safety, or the health and safety of my child(ren), **we should choose not to participate** or visit.
- I execute this agreement for full, adequate, and complete consideration, fully intending to be bound by its terms.

I further agree that this **Waiver of Liability** shall be governed by and construed in accordance with **South Carolina law**, and that if any provision of this waiver is found to be unenforceable, the remainder shall be enforced as fully as possible. Any unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the waiver as a whole.

Parent/Guardian Signature: _____

Date: _____

This waiver must be signed and returned before the athlete may participate in any practices or games held through the City of Liberty.