



GAR SUMMER CAMP RELEASE AND WAIVER OF LIABILITY

This GAR SUMMER CAMP RELEASE AND WAIVER OF LIABILITY (this "Release and Waiver") is executed as of _____ (date) by _____ (printed name) ("I" or "me"), on behalf of my minor child, in favor of the City of Aurora, an Illinois municipal corporation, and its elected officials, officers, employees, volunteers, and agents (collectively, the "City").

I wish for my child to participate in the City's GAR Summer Camp and engage in educational and physical activities (the "Activities"). I understand that the Activities may include, but are not limited to various exercises, running, and jumping.

In exchange for being allowed to participate in the camp and the Activities and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. **Assumption of Risk.** I am aware and understand that the Activities may be inherently dangerous and may expose my child to a variety of foreseen and unforeseen hazards and risks. I acknowledge that my child is voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities.
2. **Medical Treatment.** I hereby give consent and authority to the City to obtain medical treatment for my minor child if they are injured or require medical attention during their participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the City from any claim whatsoever in connection with such treatment or other medical services.
3. **Release and Waiver.** I hereby fully and forever release and discharge the City from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my child's participation in the Activities. I agree not to make or bring any such claim or demand against the City, and fully and forever release and discharge the City from liability under such claims or demands. **I UNDERSTAND THAT THIS RELEASE DISCHARGES THE CITY FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE CITY WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE.**
4. **Insurance.** I UNDERSTAND THAT THE CITY DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY CHILD'S INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY OR MY CHILD'S PROPERTY.
5. **Indemnification.** I hereby agree to indemnify, defend, and hold harmless the City from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of negligence, recklessness, or willful misconduct in connection with my child's participation in the Activities, arising out of any third-party claim.

6. Photographic Release. I understand and agree that during the Activities, my child may be photographed and/or videotaped by the City for internal and/or promotional use. I hereby grant and convey to the City all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the City's use of my child's image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

7. Miscellaneous. I hereby agree that this Release represents the full understanding between the City and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the City and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

8. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Illinois, without reference to any choice of law doctrine.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY.

Signature of Parent: _____ Date: _____

Printed Name of Parent (please print): _____

Name of Child/Camp Participant: _____

Address: _____

Emergency Contact (name and phone number): _____

Allergies, medications, conditions, or information in case of an emergency: _____
