

CITY PARKS FOUNDATION

2022 CityParks Play Program

WAIVER AND RELEASE OF LIABILITY

In exchange for their child ("Child," collectively "Children") being allowed to participate in the 2022 CityParks Play Program program (the "Program") activities, the parent/guardian ("Parent") agrees, on behalf of Parent and Child, as follows:

1. **Assumption of Risk:** Parent understands and agrees that the activities may include without limitation - sports instruction (together with any virtual versions of the foregoing or other participant activities in which Child participates, the "Participant Activities"). Parent understands that certain Participant Activities may be dangerous, hazardous and involve inherent risks, including harm, bodily injury, personal injury, illness, death, property damage and/or property theft. Parent, on behalf of itself and Child, agrees to abide by the City Parks Foundation's safety rules and procedures while participating in Participant Activities, including the use of any safety equipment provided, and Parent understands that failure to do so may result in removal from the Participant Activities. Parent is knowingly and voluntarily allowing Child to participate in the activities with an express understanding by Parent of the danger involved, and hereby agrees to assume any and all risks of harm, bodily injury, personal injury, illness, death, property damage and/or property theft from the Participant Activities, COVID-19 Risks (as defined below) and/or Medical Treatment (as defined below), and release City Parks Foundation and its affiliates, grantors, contractors and its and their directors, officers, employees, agents, affiliates, shareholders, successors, assigns and representatives (the "Releasees") from all liability for harm, bodily injury, personal injury, illness, death, property damage and/or property theft resulting from the Participant Activities, whether caused by the negligence of City Parks Foundation or otherwise.
2. **Medical Treatment:** If Child is injured and requires medical attention, Parent, on behalf of itself and Child, gives consent to the Releasees to obtain emergency medical treatment on Child's behalf. Parent, on behalf of itself and Child, releases and discharges the Releasees from any claim which may arise on account of any first aid, treatment or service rendered in connection with the Participant Activities ("Medical Treatment"), whether caused by the negligence of City Parks Foundation or otherwise. Parent agrees to pay all costs associated with the Medical Treatment that Child receives.
3. **Use and Materials Release:** Parent, on behalf of itself and Child, agrees to grant to the Releasees (and grant to the Releasees the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), with or without Parent or Child's knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, stream, share on social media, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the "Use and Materials"): (1) Child's appearance at and/or participation in the Program; (2) Child's name, likeness, signature, voice, conversation, sounds, biographical data, testimonials, and/or any other information or material secured by the Releases in connection with Child's appearance at and/or participation in the Program. Parent, on behalf of itself and Child, agrees that Releasees shall have the right to the Use and Materials, for their own account, throughout the universe and in perpetuity. Parent, on behalf of itself and Child, acknowledges and agrees that neither Parent nor Child shall not be entitled to receive any compensation whatsoever in connection with the Releasees' exercise of its Use and Materials rights.
4. **Waiver, Release and Indemnity:** Parent, on behalf of itself and Child, hereby waives, releases and forever discharges and holds harmless the Releasees from any and all liability claims, causes of action, and demands of

whatever kind or nature, either in law or in equity, that may be made by Parent or Child, their family, estate, executors, administrators, next of kin, heirs, successors, affiliates or assigns arising from, resulting from or in connection with the Participant Activities, COVID-19 Risks and/or Medical Treatment, including without limitation, any claims, demands or causes of action that Parent or Child may have against the Releasees with respect to any harm, bodily injury, personal injury, illness, death, property damage or property theft or actions of any kind that may accrue to Parent or Child as a result of the Participant Activities, COVID-19 Risks and/or Medical Treatment wherever, whenever, or however the same may occur, whether or not caused in whole or in part by the negligence of the Releasees. Parent, on behalf of itself and Child, covenants not to make or bring any claim released hereunder against any Releasee, and forever release and discharge the Releasees from liability under such claims. Parent, on behalf of itself and Child, shall defend, indemnify, and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, incurred by, arising out of or resulting from any claim of a third party related to the Participant Activities, COVID-19 Risks and/or Medical Treatment. Parent understands that the Releasees do not assume any obligation to provide financial or other assistance, including but not limited to medical, health or disability insurance.

5. **COVID-19.** Parent understands that there is a current pandemic throughout the United States, and the world based upon a contagious virus referred to as COVID-19. Parent understands that while City Parks Foundation is taking all reasonable precautions to prevent the spread of COVID-19 as recommended by the United States Centers for Disease Control and Prevention and other governmental authorities, there is still a risk that, by entering City Parks Foundation's premises and interacting with City Parks Foundation's employees, representatives and agents, Parent and Child are at risk for contracting COVID-19. Parent and Child will observe and obey all written rules, instructions, warnings, industry standards, safety requirements or procedures and further agree to follow any oral instructions given by City Parks Foundation or the employees, representatives, and/or agents of City Parks Foundation and other related authorities, including but not limited to the Safety Protocol attached as **Exhibit A**. Parent, on behalf of itself and Child, takes full responsibility for Child (i) knowing and acting within Child's abilities and limitations and (ii) adjusting or ceasing participation in the Participant Activities as needed to ensure Child's own safety and the safety of others. As used herein, "**COVID-19 Risks**" means any and all risks resulting from, or related to Parent and Child's access to City Parks Foundation's premises and Parent or Child's interaction with City Parks Foundation's employees, representatives and agents, including, without limitation: (a) those arising from or related to, in whole or part, any negligence, action(s), inaction(s), or omission(s) of City Parks Foundation, including without limitation those arising from or related to the maintenance of any premises; (b) those arising from or related to, in whole or part, Parent and/or Child's negligence, action(s), inaction(s), omission(s), or intentional or wrongful acts; (c) those arising from or related to, in whole or part, Parent and/or Child's harm, bodily injury, personal injury, illness, death, property damage and/or property theft; (d) those arising from or related to actions of any kind caused by Parent and/or Child's negligence, action(s), inaction(s), or intentional or wrongful acts, or which may hereafter occur through no fault, wrongdoing, or negligence of the Releasees; and (e) those arising from or related to any illness, injuries, loss, expense, or damage of any kind to any person or property arising in whole or in part, directly or indirectly, from Parent and/or Child's own negligence, action(s), inaction(s), omission(s), intentional acts, or wrongful acts.
6. **Governing Law; Jurisdiction:** This Waiver and Release of Liability shall be governed by and interpreted according to the internal laws of the State of New York without giving effect to any choice or conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any action brought in connection with this Waiver and Release of Liability shall be brought in the federal or state courts located in the borough of Manhattan, City of New York, and Parent hereby irrevocably consent to the jurisdiction of such courts.
7. **Entire Agreement:** This Waiver and Release of Liability, including the Safety Protocol in **Exhibit A**, constitutes the sole and entire agreement of City Parks Foundation and Parent, on behalf of itself and Child, with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements,

representations, and warranties, both written and oral, with respect to such subject matter. This Waiver and Release may not be modified without an agreement in writing signed by both parties. If any term or provision of this Waiver and Release of Liability is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver and Release of Liability or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver and Release of Liability is binding on and shall inure to the benefit of City Parks Foundation, Parent and Child, and their respective successors and assigns.

PARENT HEREBY STATES PARENT HAS READ AND UNDERSTOOD THIS WAIVER AND RELEASE OF LIABILITY. PARENT CERTIFIES THAT CHILD IS PHYSICALLY AND MENTALLY FIT TO TAKE PART IN ALL PARTICIPANT ACTIVITIES, AND PARENT UNDERSTANDS THE NATURE OF THE RISKS THAT MAY ARISE FROM SUCH ACTIVITIES AND, ON BEHALF OF ITSELF AND CHILD, VOLUNTARILY ASSUMES ALL SUCH RISKS. PARENT ACKNOWLEDGES THAT PARENT AND CHILD ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CITY PARKS FOUNDATION.

Print name of Child

(Signature of Parent)

Print name of
Parent

Emergency Contact Name

Emergency Contact Number

Date

Parent acknowledges and agrees that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by Parent, on behalf of itself and Child, and shall be binding on Parent and Child. Furthermore, in consideration of Releasees possibly including Child in the Program, Parent, on behalf of itself and Child, hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to Child's participation in the Program, if any.