

Important Medical History

Are there any medical issues for any members of your family that staff should be aware of to help in your care in the event of an emergency? For pool, any history of seizures or fainting? Sensitive to sunlight? Sensitive to chlorine?

I certify that all of the above information is accurate and factual. Only those listed on this application are included for membership. I do hereby certify that all members listed on this application reside in the household/address listed on this application and that we will observe all rules and regulations governing the use of Southside Place Park and Pool. If any information in this application is found to be false or failure to follow all rules and regulations of the facility, loss of privileges will result and membership will become void.

Waiver

We have asked to participate in the above described activity of the City of Southside Place, Texas ("City"). By signing below, we agree to the following on behalf of ourselves and all others claiming by, through, or under us:

1. *Rules.* We agree to abide by the City's rules and policies for this activity.
2. *Inspection and Acceptance.* The City has allowed us to inspect the areas, facilities, conditions, vehicles and equipment of the activity. We accept all of them. We accept and assume all risks and hazards relating to participation in the activity. We have obtained insurance to cover claims mentioned below.
3. *Release.* With respect to any claims for injury to either of us (including any injury causing death) and any claims for loss of, or damage to, property, we agree to the following: (1) the City shall not be liable or responsible for any of these claims; and (2) we release the City from any responsibility or liability for these claims and agree not to sue the City on any of these claims. We understand that the word "claims" includes all of the following that have arisen, or may arise later, in connection with the activity, whether known or unknown; claims, demands, causes of action, losses, costs, liabilities and related expenses, including those involving the joint or sole negligence of the City, those involving the negligence of ourselves or others and those which arise otherwise. (The word "City", as used in this document, includes the City as an entity as well as its officers, agents, employees, receivers, representatives, contractors, sponsors, committees, organizers, volunteers and all others acting on its behalf.) We understand that our photo or likeness may be used in any promotional materials and/or publications that the City may deem fit.
4. *Limitation of Liability.* If, notwithstanding our intent, the release written above is not effective for any reason, we agree that the City's liability for any loss or damage relating to the activity shall be limited to the sum of \$100 per occurrence. This limit applies to all losses or damages, irrespective of cause or origin, whether in tort, contract, strict liability or otherwise.

I knowingly release, absolve, indemnify, and hold harmless the City of Southside Place, it's Elected Officials, Committees, Employees, and Staff as well as any others acting on behalf of the City of Southside Place or it's program and activities from all claims that might result from injury, death, and/or property damage. I assume all the risks and hazards incidental to the use of Southside Place Park and Pool.

Signature _____

Date _____