



 430 Third St., Farmington, MN 55024
 651-280-6800
 FarmingtonMN.gov

ADOPT-A-PARK RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in City of Farmington’s Adopt-A-Park Program (the Program), and for other good and valuable consideration, I hereby agree to release, and discharge from liability arising from negligence the City and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as “Releasees”) on behalf of myself and my children, parents, heirs, assigns personal representative and estate, and also agree as follows:

1. I acknowledge that the Program involves known and unanticipated risks which could result in physical or emotional injury, paralysis, or permanent disability, death, and property damage. Risks include, but are not limited to broken bones, bruises, and other bodily injuries caused by falls or collisions with objects or other participants; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the Program.
2. I expressly accept and assume all of the risks inherent in the Program that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe the Program conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in the Program, or my use of their equipment or facilities arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in the Program, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety while participating, or else I am willing to assume and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event I file a lawsuit, I agree to do so solely in the state where Releasees’ facilities are located, and I further agree that the substantive law of that state shall apply.
6. I agree if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in the Program, then I may be found by a court of law to have waived my rights to maintain a lawsuit against the parties being released on the basis of any claim of negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that the Program might not be made available to me, if I were to choose not to sign this release, and agree that the opportunity to participate in the Program in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Participant Signature: _____ **Print Name:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Telephone: _____ **Date:** _____