

ACTIVITIES IN THE PARK RELEASE OF LIABILITY AND ASSUMPTION OF RISK WAIVER

I, the undersigned, acknowledge that participation in _____ ("Activity") involves inherent risks and that I am physically capable of participating. I understand that it is my responsibility to consult with my physician before participating if I have any medical concerns or conditions. I further agree that if, at any time, I believe the Activity to be unsafe or potentially dangerous to myself or others, I will immediately discontinue my participation.

1. **Assumption of Risk and Release of Liability**

I knowingly and voluntarily assume all risks associated with participation in the Activity, whether known or unknown, including those arising from the negligence of others, and accept full responsibility for my participation. I hereby release, waive, discharge, and hold harmless **Lakeshore Park Conservancy**, its officers, directors, employees, agents, volunteers, affiliates, successors, and assigns, and **The City of Knoxville**, its officers, directors, employees, agents, volunteers, affiliates, successors, and assigns (collectively, the "Released Parties"), from any and all claims, demands, causes of action, damages, losses, or liabilities for personal injury, illness, death, or property damage arising out of or related to my participation in the Activity.

2. **Acknowledgment of Risks**

I understand that participation in activities involves inherent risks, including but not limited to: muscle strains, sprains, falls, slips, loss of balance, aggravation of pre-existing medical conditions, dehydration, heat-related illness, insect bites or stings, exposure to allergens, uneven ground, changing weather conditions, and other hazards associated with outdoor recreation. I voluntarily assume all such risks.

3. **Participant Responsibilities**

I agree to participate in a safe and responsible manner. I will use appropriate clothing and footwear (if applicable), bring my own personal equipment I choose to use, remain aware of my physical limitations, stay hydrated, and modify or discontinue as needed. I understand that I am responsible for practicing within my own abilities and will not attempt movements beyond my comfort or skill level.

4. **Equipment and Property**

I understand that I am responsible for my personal belongings and equipment. Aside from normal wear and tear, I agree to be responsible for any damage to park property or equipment caused by my willful misconduct or negligence.

5. **Medical Treatment**

If I require medical attention as a result of participating in the Activity, I understand that such treatment will be at my own expense, including emergency medical services or transportation if necessary.

6. **Outdoor Conditions and Event Changes**

I understand that if the Activity is conducted outdoors it may be modified, postponed, relocated, or canceled due to weather, park conditions, safety concerns, or other circumstances beyond the control of the Released Parties.

7. **General Provisions**

This Release shall be binding upon me and my heirs, administrators, personal representatives,

executors, successors, and assigns. I represent that I have the authority to execute this Release and have not assigned or transferred any claims covered by this Release. If any provision of this Release is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Release constitutes the entire agreement between the parties concerning the subject matter herein and may only be modified by a written agreement signed by the parties. This Release shall be governed by and construed in accordance with the laws of the State of Tennessee.

I have carefully read this Release of Liability and Assumption of Risk Waiver, fully understand its contents, and understand that I am giving up substantial legal rights by signing it. I sign it freely and voluntarily without any inducement.

Participant Name (Print): _____

Age: _____

Participant Signature: _____

Date: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 18 YEARS OF AGE

I certify that I am the parent or legal guardian of the above-named minor participant. I consent to the minor's participation in the Activity and agree, individually and on behalf of the minor, to the terms of this Release. I further agree to release, indemnify, and hold harmless the Released Parties from any and all claims, liabilities, damages, or causes of action arising from the minor's participation in the Activity, including those arising from the negligence of the Released Parties, to the fullest extent permitted by Tennessee law.

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____

Date: _____