NAME OF ACTIVITY: Town of Byron Summer Recreation Program

DATE OF ACTIVITY: July 6, 2026 – August 13, 2026

WAIVER AND RELEASE OF LIABILITY

By signing this Waiver, I assume all risk of my child and/or myself participating in the above activity (hereinafter "activity"). Without signing this from, neither myself nor my child will be able to participate in the activity. I acknowledge that the above activity may pose some risk of personal injury or illness, including but not limited to COVID-19 (illness) and that I undertake and assume this risk for myself and my child.

On behalf of myself and my child, I further waive and release the promoters of the activity, the Town of Byron, any insuring entity of the above, and their directors, Town Board members, officers, employees, volunteers, agents, representatives, or assigns, as well as the activity sponsors, from any and all liability, including but not limited to, liability arising from negligence or fault of the entities or persons for any injury or illness or disability which may occur as a result of my or my child's participation in the above activity. I am assuming all risks on behalf of myself and my child that may arise from negligence or carelessness on the part of any persons or entities being release, as well as from defective equipment, real property or personal property that is owned, maintained or controlled by the above persons and the Town of Byron.

I CERTIFY THAT MY CHILD AND MYSELF ARE PHYSICALLY FIT AND SUFFICIENTLY PREPARED FOR PARTICIPATION IN THE ACTIVITY AND THAT THERE ARE NO HEALTH RELATED REASONS OR PROBLEMS WHICH WOULD PRECLUDE THE PARTICIPATION OF MYSELF OR MY CHILD IN THE ACTIVITY. I HAVE NOT BEEN ADVISED OF ANY REASON WHICH WOULD LIMIT MY CHILD OR MYSELF IN PARTICIPATING IN THE ACTIVITY.

I consent to receive any medical treatment deemed advisable for an injury to myself or my child during the activity and that any medical or other insurance for myself, my family, and/or my child will be insurance of first resort before contribution by any other insurance for any other person or entity, including accidental death and dismemberment insurance and accident medical insurance.

I understand that I and/or my child may be photographed while participating in the activity. I agree to allow my and my child's photo, video, or film likeness to be used for any legitimate purpose by the activity holders, sponsors, producers, and their assigns, but not for any financial or commercial purposes or for profit of any entity.

I shall defend, hold harmless, and indemnify the parties from and against all losses, claims, damages, costs or expenses (including reasonable legal fees, or similar costs) in connection with any action or claim brought or made (or threatened to be brought or made), for, or on account of any injuries, illness or damages received, contracted or sustained by myself and/or my child arising during the course of the activity.

This Agreement constitutes the sole and only agreement between the parties concerning my child's and my release and indemnification as a condition for participating in this activity. Any prior agreements, whether oral or in writing, shall be void and of no further effect. This Agreement may not be modified.

I certify that I have read this document, and I fully understand its contents. I am aware that this is a release and indemnification of liability for myself and my child, and I sign it of my own free will.

Dated: _____, 2026

_____
Participant's name (print)

_____
Signature

_____
Parent or Guardian of Minor (print)

_____
Signature