

MARANA AQUATIC AND RECREATION CENTER ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND STATEMENT OF INDEMNIFICATION

I assume the responsibility of mental and physical fitness for myself and my minor child/ren to use the Marana Aquatic and Recreation Center (hereinafter “MARC”) and acknowledge that using and being present in the MARC exposes me and my minor child/ren to a possible risk of physical injury. I have received advice from my or my child/ren’s doctor that me and my child/ren are capable of physical exercise or I assume the risk for myself and my minor child/ren of exercising without a doctor’s examination. I assume all responsibility and liability for any and all injuries me or my minor child/ren may sustain due to our use of or presence in the MARC.

I agree to abide, and ensure that my child/ren abide, by all rules and requirements of the MARC. I acknowledge I have reviewed and understand the MARC rules posted at www.MaranaAZ.gov/MARC and acknowledge that the MARC rules may be updated from time to time, and that as a MARC user, it is my duty to routinely review MARC rules for updates. I understand that failure to abide by all rules or requirements of the MARC or failure to follow state, federal, or local laws may result in consequences, up to and including, revocation of membership and being trespassed from the MARC.

I acknowledge that weight training, aerobic activities, swimming, and other activities occurring in the MARC involve risks ranging from minor injuries to serious injury, disability, and death. I voluntarily and knowingly recognize and expressly assume all the risks to me and my child/ren from use of the MARC facility including, without limitation, the use of exercise equipment, pool facility including diving board and water slides, the teen room, athletic courts and track, travel through the facility, and participation in activities. I acknowledge that I will follow all posted rules for use of equipment and that before using exercise equipment, I will utilize informative QR codes and follow posted directions to ensure safe use of exercise equipment. If I seek further guidance or instruction on use of exercise equipment, it is my duty to contact MARC staff to conduct a safety orientation. I further understand and acknowledge that the Town of Marana (hereinafter the “Town”) does not manufacture fitness or other equipment or products available in its facilities and therefore the Town will not be held liable for defective equipment or products. The Town is not responsible for any lost or stolen items in the MARC.

USE OF THE MARC BY MINOR(S)

In consideration of acceptance of membership to the MARC, as adopted or natural parent or legal guardian of my minor child/ren, I acknowledge the following:

I certify that I am the adopted or natural parent or legal guardian of the minor child/ren referenced in this agreement and that I have the legal authority to make decisions on behalf of my minor child/ren. I do hereby give full permission for my minor child/ren to use the MARC according to this Agreement.

I acknowledge that within the MARC facility my child/ren must not use a cellphone, computer, device, or the internet in a manner that disturbs other visitors or violates Federal or State Law. I understand that the MARC is a community facility where others may come into contact with my child/ren. Accordingly, I acknowledge that the Town is not responsible if other unsupervised minors or third parties share websites, digital media, applications, electronic games, social media, or similar content with my child/ren.

For my minor child/ren 13 years of age and older, the Town has no duty to supervise my child/ren and my child/ren is allowed to enter and exit the MARC at their own discretion and the Town is not liable for my child/ren once they have left the facility. I am further responsible for ensuring my child/ren are following all posted rules for the MARC. I am responsible for ensuring that my child/ren will not use the weight room or exercise equipment until they have successfully completed the in-person orientation with MARC staff and I am responsible for ensuring that my minor child/ren follow posted rules and use posted informative QR codes before use of exercise equipment.

For my minor child/ren 12 years of age and younger, I am responsible for ensuring the supervision of my child/ren while my child/ren are using the MARC. I am further responsible for ensuring my child/ren are following all posted rules for the MARC. I acknowledge that the Town has no duty to supervise my child/ren, unless the Town has acknowledged in writing a specific duty to supervise my minor child/ren by participation in a specific program or activity.

MEDICAL EMERGENCY

In consideration of acceptance of use of the MARC, in the limited event of a medical emergency involving my minor child/children, I waive my rights under A.R.S. § 1-602(A)(5). I acknowledge that the Town is not responsible for the care or treatment of me or my child/ren, however in the event of an illness or injury I give permission to the Town of Marana for emergency transportation and/or treatment. I hereby accept responsibility for the payment of any emergency transportation and/or treatment.

PERMISSION FOR PHOTOS AND MEDIA

While using the MARC, I expressly consent to the Town making media (video or voice recording) of myself or my child/ren for pursuant A.R.S. § 1-602(A)(9) and expressly consent

to the display of such media by the Town, including, but not limited to, on the Town internet site, social media, or other promotional materials.

Severability: I acknowledge that this form is intended to be as broad and inclusive as permitted by the Arizona law and if any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement

Where applicable pursuant to ARS § 33-1551, as a recreational or educational user I accept the risk created by my activity and shall exercise reasonable care in my activity.

In consideration of acceptance of membership, admission, and/or use of the MARC, I do hereby, for myself, my child/ren, my heirs, executors and assigns, to the broadest extent of the law, release the Town of Marana and the officials, officers, agents and employees of the Town from liability for any harm, injury, or damage, which may occur during use of the MARC. This includes all risks that are connected with use of the MARC whether foreseen or unforeseen. I further acknowledge that the Town is not liable for unknown conditions on its property. I agree to indemnify and hold the Town and its agents, officials and employees harmless from any damage to persons or property, resulting from my, or my minor child/ren's, negligence and/or intentional acts. I am of lawful age and legally competent to sign this Agreement for and on behalf of myself and/or my minor child/ren.

I further acknowledge that I may be liable for any damage to the MARC that I cause while on MARC property that is caused by my intentional acts, misuse or not following posted rules regarding MARC property. I acknowledge if MARC property is broken it should be reported to MARC staff immediately.

By signing below, I acknowledge that I have read and understand the terms of this Assumption of Risk, Waiver of Liability and Statement of Indemnification Agreement, sign it voluntarily, and agree that I shall be bound by its terms and conditions. My electronic signature below is intended to have the same force and effect as a manual signature.

Parent or Guardian's Name:_____

Parent or Guardian's Signature:_____

Minor's Name_____

Minor's Signature:_____

Date:_____