



CITY OF MOSS POINT

DEPARTMENT OF PARKS AND RECREATION

4400 Denny Street, Moss Point, MS 39563

Phone: 228-475-7887 Fax: 228-475-3624

Chadwick Smith, Superintendent

Jackie Webb, Program Director

In consideration of the use of the property, facilities and/or services of the City of Moss Point and the Department of Parks and Recreation ("hereinafter both the City and Department of Parks and Recreations will be referred to as the "City") the undersigned acknowledges and agrees as follows:

There are significant elements of risk in any adventure sport or activity associated with the use or presence of water craft, including but not limited to canoes, kayak, and SUP's (hereinafter referred to as "water craft activities") and the use of related equipment. These risks are inherent in canoeing and kayaking and may be present even if the equipment is used properly and the water craft is in still water.

SCOPE OF RELEASE. This Release of Liability covers all activities indirectly or directly associated with the use of the City's equipment, facilities, services, and water craft activities organized by, sponsored by, or directed by of the City.

RISK FACTORS. The undersigned understands and acknowledges that the activities they are voluntarily participating in involve risks such as, but not limited to, the following: (i) changing water flow, conditions or current; (ii) collision with other participants, any portion of the interior of the craft, other water craft, manmade or natural objects, including overhanging, submerged and/or semi submerged trees, branches, rocks and boulders; (iii) cold weather and heat related injuries and illnesses including hyperthermia, frostbite, heat exhaustion, sun stroke, and dehydration; (iv) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals; (v) sense of balance, physical coordination, ability to swim, and/or ability to follow directions; (vi) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning; (vii) getting in and out of the craft; (viii) travel, including hiking, portaging and travel to and from the related and unrelated activities; (ix) the presence of wild animals, including marine life forms, (x) unavailability of emergency aid services and emergency medical care. These activities may result in a **RISK OF PROPERTY DAMAGE, BODILY INJURY AND POSSIBLY DEATH.**

ASSUMPTION OF RISK. By executing this Release of Liability, the undersigned expressly assumes all risk of injury, wrongful death or property damage related to the City's water craft activities.

ACKNOWLEDGMENT OF RULES, POLICIES AND PROCEDURES. The undersigned acknowledges that he or she has read and understood all of the rules, policies and procedures relating to the City's water craft activities and understands that the safe and proper use of the facilities, equipment and participation in these activities is dependent upon carefully following such rules, policies and procedures. The undersigned agrees to wear a properly fitted and fastened U.S. Coastguard approved flotation device (lifejacket, PFD) while aboard a boat or on, near or in the water. The undersigned understands that canoeing and kayaking should only be undertaken after proper instruction and training and that **the City is not providing such training in connection with the rental of equipment.** The undersigned assumes full responsibility for deciding where, when and with whom to operate the water

craft equipment. **The undersigned acknowledges and agrees that the rental equipment provided by the City is for the sole and exclusive use of the undersigned and may not be used by any other person.**

PHYSICAL CONDITIONS AND SKILLS. The undersigned represents that he or she has the requisite skills, physical abilities and mental abilities necessary for proper and safe use of the City's facilities and services and to participate in the City's water craft activities. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training are necessary to properly use the equipment or facilities, or to participate in the City's water craft activities, then he or she shall direct such questions to the appropriate staff member on site.

RELEASE. The undersigned hereby releases, discharges, waives, disclaims and relinquishes all claims, actions or causes of action against the City and its officers, employees and agents and agrees not to sue them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the City's water craft activities, including those based on death, bodily injury or property damage.

WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

INDEMNITY. The undersigned agrees to indemnify, defend and hold harmless the City, and its officers, employees and agents and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned's participation in the City's water craft activities.

PROPERTY DAMAGE. The undersigned agrees to pay for any or all damages to any property of the City caused by the undersigned either negligently, willfully, or otherwise.

REPRESENTATIVES. The undersigned has executed this Release of Liability for himself or herself, and his or her heirs, assigns and legal representatives.

EMERGENCY TREATMENT CONSENT. The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

INSURANCE. The undersigned understands that the City does not carry participant insurance. The undersigned acknowledges that they either have appropriate insurance or, in its absence, agrees to pay all cost of rescue and/or medical services as may be incurred on their behalf.

ACKNOWLEDGMENT. The undersigned has read and understands this Release of Liability and realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities and does so freely and voluntarily.

First Name _____
Last Name _____
Address _____
Phone _____
City _____
State _____
Zip _____
Signature _____
Date _____

**CONSENT ON BEHALF OF MINOR
MUST BE COMPLETED FOR ALL PARTICIPANTS UNDER 18 YEAR OLD**

I am the parent and/or legal guardian of the above named minor and I give my consent to the participation in the water craft activities of the City of Moss Point and Department of Parks and Recreation Activities by said minor.

Signature of Parent/Legal Guardian - Consent and Release on Behalf of the Minor

Date: _____

EMERGENCY CONTACT INFORMATION

NAME _____
ADDRESS _____
CITY _____
STATE _____
ZIP _____
TELEPHONE _____

The City of Moss Point, Department of Parks and Recreation
Staff Initials: