



## TOWN OF SMYRNA

### WAIVER OF LIABILITY/ RELEASE AND INDEMNIFICATION

BOAT DAY 2024

Name: \_\_\_\_\_  
Last First Age (if under 18)

Contact: \_\_\_\_\_  
Cell Email

The Town of Smyrna is a municipal corporation organized under the laws of the State of Tennessee, and as such the Town of Smyrna, its appointed or elected officials, agents, employees, and assigns, provides for and leads certain activities, including, but not limited to, boating and other river activities, hiking, and community clean-up events, which activities present inherent risks and hazards to personal safety and property, including but not limited to, physical exertion and injury, contact with other participants, and drowning. All activities are undertaken voluntarily by participants and all participants share in the responsibility for their own safety and the safety of others involved.

I hereby acknowledge that I am voluntarily participating, and as applicable, allowing my child or dependent to participate, with the knowledge of the risks referred to above. I assume and accept full responsibility for the acknowledged risk of the activities in which I (my child or dependent) participate and for any injury, damage, death, or other loss suffered by me (my child or dependent), resulting from those risks. It is my responsibility to ensure that I (my child or dependent) am (is) properly clothed and am (is) using appropriate equipment for the activity in which I (my child or dependent) am (is) participating. I represent and warrant that I (my child or dependent) am (is) physically fit and able to participate in the activities in which I (my child or dependent) chose to participate. I understand and I agree therefore to waive all claims that I (my child or dependent) may have against the Town of Smyrna, its appointed or elected officials, agents, employees, and assigns, and agree that neither I, nor anyone acting on my behalf, or on the behalf of my child or dependent if applicable, will make a claim or file a lawsuit against the Town of Smyrna, its appointed or elected officials, agents, employees, and assigns.

I, the undersigned, hereby indemnify, defend and hold harmless the Town of Smyrna, its appointed or elected officials, employees, agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, interest, attorney's fees, cost and expenses of whatsoever kind or nature, arising out of my (my child or dependent) participating in this program. I further recognize the authority of the Town of Smyrna Public Works Department Staff to remove any participant from the facility and or event if deemed necessary in order to ensure compliance with applicable Town of Smyrna rules and regulations and to ensure the well being of park users, programs, Town facilities and citizens. Recognizing this authority, I hereby hold the Town of Smyrna and its designees and appointees harmless.

The foregoing waiver, release and indemnification agreement shall be as broad and inclusive as permitted under the laws of the State of Tennessee. If any portion of this document is held invalid, the balance shall continue in full force and effect.

I have read, understand and agree to the terms of this document. [IF APPLICABLE] I am the legal guardian of the participant, and I hereby consent to his/her participation. I have read and explained the foregoing release and indemnification agreement to my child or dependent, and I hereby agree to its terms on behalf of myself and the participant.

\_\_\_\_\_  
Participant Signature (Required ONLY if participant is 18 years or older)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian (Required if participant is under 18 years of age)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian's Printed Name

**Event Name:** 2024 Boat Day



## **Photo Release Form for Minors (if under 18)**

The Town of Smyrna has my permission to use my or my child's photograph publically to promote the Town for any public purpose. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

Parent/Guardian's signature: \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian's Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## **Photo Release Form for Adults**

The Town of Smyrna has my permission to use my photograph publically to promote the town for any public purpose. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_