



**Program & Event  
Waiver of Liability and Indemnity  
Agreement**

**RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

I understand that participating in the recreational program and/or event selected involves a potential for risk of injury. These risks could include inclement weather, accidents while traveling, equipment problems or failures, contacts with and actions of other participants, slips/trips/falls, and musculoskeletal injuries, among others. I hereby waive, release, and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the Town of Leland as a result of my participation in the program and/or event. I acknowledge all risks of injury, illness, and death and affirm that I have assumed all responsibility of injury, illness, or death in any way connected with participation in the program. This release is intended to discharge the Town of Leland, its agents and elected officials, employees, and any other involved municipalities or public entities from and against any and all liability arising out of or connected in any way with my participation in the activity, even though that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I also agree for myself, and for any child participant, to follow all rules and procedures of the program and to follow the reasonable instructions of the teachers and supervisors of the program. If I am registering a child for a program, I agree that I am a parent, legal guardian, or am otherwise responsible for the child whom I am registering and that I release, waive, and discharge any legal rights that I may assert on behalf of the child participating in the program. In return for the opportunity to participate in this program, I agree for myself and for my heirs, assigns, executors, and administrators to release, waive, and discharge any legal rights I may have to seek payment or relief of any kind from the Town of Leland, its employees/volunteers, or its agents and agree to indemnify the Town of Leland for all claims, damages, losses, or expenses, including reasonable attorneys' fees, if a suit is filed concerning an injury, illness, or death to me or to my child resulting from participation in the program.

**PHOTOGRAPH AND AUDIO/VIDEO POLICY AND RELEASE**

The Town of Leland reserves the right to photograph and/or audio or visually record the facilities, activities, and program participants for potential future use. All photos remain the property of the Town of Leland and may be used for projects, recognition, and occasional publicity and promotional purposes. By signing this agreement, I hereby consent to the Town's use of any photograph and/or audio or visual recording that depicts me or my child. I hereby release the Town of Leland from any and all liability and/or obligation to me, my party, and/or my child(ren) for the use of such material.

I acknowledge that I have had the opportunity to consult with an attorney of my choosing to advise me as to the legal consequences of this RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND THAT I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM RELEASING AND WAIVING LEGAL RIGHTS THAT I AND/OR MY CHILD MIGHT OTHERWISE HAVE.**

I voluntarily and knowingly sign this RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT.

**Print Name:** \_\_\_\_\_

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

STAFF USE Receipt #: \_\_\_\_\_



## Program and Event Refund Policy

### REFUND POLICY

All refund requests received 14 days or more in advance of the start date of the program or event are entitled to a 100% refund, less the online ActiveNet processing fee.

If the Town of Leland cancels a program or event, participants are entitled to a 100% refund, less the online ActiveNet processing fee. Town of Leland staff will contact participants in the event of cancellation regarding refund options. If no response is received from participants within 30 days of the cancellation notice, the refund will be processed as an account credit.

Refunds can be processed back to the credit card used for the transaction, by check, by account credit, or transferring to another course. An account credit does not expire and may be used by any individual on the same registration account. Account credits may not be transferred to other accounts. Please allow 2-3 weeks for refunds processed back to a credit card or by check.

Non-attendance/non-participation in a program or event does not entitle a participant to a refund. Participant removal from a program or event by Town of Leland staff or official does not entitle a participant to a refund.

The Town of Leland will determine if a program will be running approximately 3-4 days prior to the start date of the program. The Town of Leland does not contact participants if a program is running.

For program and event cancellations and inclement weather, participants will be contacted by the Town/instructor via phone or email. The Town/instructor will put forth all effort to contact each participant. When possible, the Town of Leland will also update social media and news outlets regarding closures during inclement weather.

\*In the event of a COVID surge and a change in Executive Orders, the Town of Leland reserves the right to adjust class and program size as necessary. If your enrollment is effected by these adjustments, you will be notified by Town of Leland staff and program fees will be refunded to you.