

MTC PARTICIPATION RELEASE AND WAIVER

PROVIDER: Provider is the Town of Moorcroft

PARTICIPANT: Participate is the undersigned person whether such person is a paying Participant or otherwise

1. Participant agrees that by using the Provider's facilities or participating in Provider sponsored activities, Participant shall undertake any all risks. Participant also agrees to be liable for any and all risks.
2. Provider shall not be liable for any injury and/or damage to Participant, or the property of the Participant, or be subject to any claim, demand, injury or damages whatsoever, including, without limitation, those damages resulting from acts of negligence on the part of the Provider, its employees, contractors, officers, or agents.
3. Participant for himself/herself and on behalf of his/her executors, administrators, heirs, assigns, and assignees and successors, does hereby expressly forever waive, release and discharge Provider, its owners, officers, employees, agents, assigners, and successors from all such claims, demands, injuries, damages, actions or cause of actions.
4. Participant further agrees to indemnify and/or hold harmless Provider for any claims rising as a result of using Provider's facilities and participating in Provider sponsored activities, including, without limitation, any and all claims arising from the actions of Participant.
5. If participant is a minor,
 - a. the undersigned Parent/Guardian for himself/herself and on behalf of his/her executors, administrators, heirs, assigns, and assignees and successors, does hereby expressly forever waive, release and discharge Provider, its owners, officers, employees, agents, assigners and successors from any and all such claims, demands, injuries, damages, actions or causes of action arising as a result of using Provider's facilities and participating in Provider sponsored activities.
 - b. The undersigned Parent/Guardian further agrees to indemnify and/or hold harmless Provider for any claims arising as a result of using Provider's facilities and participating in Provider sponsored activities, including, without limitation, any and all claims arising from the actions of minor Participant.
6. Provider expressly reserves its right to invoke governmental immunity for any claim In tort or contract arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, Wyo. Stat §1-39-101 et seq. Nothing herein shall constitute a waiver of any immunity in part or in whole by Provider.
7. Provider expressly reserves its rights pursuant to the Wyoming Recreational Safety Act, Wyo. Stat § §1-1-121 - 1-1-123. Nothing herein shall constitute a waiver of any immunity or rights pursuant to said Act in part or in whole by Provider.

Participant's Name

Date

Participant's Signature

Parent/Guardian Signature



TOWN OF MOORCROFT

104 North Big Horn Avenue
PO Box 70
Moorcroft, WY 82721

TOWN OF MOORCROFT KEY FOB POLICY

Key FOB issued to: _____ Date issued: _____

I acknowledge that I have received (1) one key fob with serial number _____

I understand this FOB is for only for the person or family that was issued the FOB and will not be transferred to, nor allowed to be used by, any other person. I agree to not allow non-FOB holders into the facility, and if caught doing so, membership/FOB will be revoked with no refund. The Town of Moorcroft reserves the right to revoke the use of the FOBs at any time.

All activity associated with the issued FOB can be tracked by the Town of Moorcroft.

I understand that I am liable for the replacement costs if the FOB is lost or damaged. Additionally, I will notify the Clerk's office immediately during business hours if the FOB has been lost, stolen or damaged causing FOB it to be inoperable. Failure to notify the Clerk's office could result in the responsibility to pay for any damages. FOB will not be marked or defaced in any way.

Replacement cost of FOB will be \$25.00.

This FOB is the property of the Town of Moorcroft and will be returned once the issuance period or authority to use has ceased.

FOB received by: _____ Date: _____

Issued by: _____ Date: _____

Date returned: _____ Reason for return: _____

Received by: _____

THE TOWN OF MOORCROFT IS NOT RESPONSIBLE FOR ANY LOST OR STOLEN ITEMS.

THE TOWN OF MOORCROFT IS NOT RESPONSIBLE FOR INJURIES..USE AT YOUR OWN RISK.

Please initial _____

Phone: (307) 756-3526 • Fax: (307) 756-3472 • Email: clerktreas@townofmoorcroft.com

The Town of Moorcroft is an equal opportunity provider and employer