

**Churchville Recreation Council Release and Indemnification Agreement**

---

Participant Name (print)

---

Parent/Guardian (print)

In consideration of CHURCHVILLE RECREATION COUNCIL, INCORPORATED, ("CHURCHVILLE REC") allowing the above-named participant (the "Participant") to participate in any and/or all of the following, whether supervised or unsupervised, sponsored or unsponsored, formal or informal, organized or unorganized: (1) CHURCHVILLE REC program(s) and/or activities; (2) programs and/ or activities using and/or accessing CHURCHVILLE REC facilities, fields, and/or equipment; and/or (3) to otherwise access and/or use CHURCHVILLE REC'S fields, facilities and/or equipment for any purpose, (individually and/or collectively referred to as the "Programs or Activities"), the undersigned adult Participant with capacity to contract, individually or, if the Participant is under 18 years of age or lacks capacity to contract, the undersigned parent or guardian, in both his/her individual capacity and on behalf of the Participant1) (individually and/or collectively referred to as the "Undersigned") agree(s) as follows:

**(1) THE UNDERSIGNED HEREBY WAIVES RELEASES AND FOREVER DISCHARGES THE ENTITIES FROM ANY AND ALL CLAIMS, AND CAUSES OF ACTION OF ANY KIND OR NATURE, DIRECT, INDIRECT AND/OR DERIVATIVE** including but not limited to claims and causes of action involving physical, mental and/or emotional injury, death, and or economic injury which are related directly or indirectly in any way to the Programs or Activities occurring on or off the CHURCHVILLE REC premises (hereinafter "Claims"). The term Claims does not include claims for injury caused by the Entities' intentional, wanton, reckless or gross negligent acts. This release also applies to the Undersigned's heirs, personal representatives and/or assigns. This Release is all encompassing which means that it is a complete and total release of the Undersigned's Claims against the Entities and, as a result, this Release is intended to nullify any all-claims derivative to the Undersigned's released Claims to the extent allowed by law, including but not limited to derivative claims held by the Undersigned's parents, relatives, spouses, siblings or other related and third parties. **This Release applies to any and all of the Programs or Activities in which the Undersigned participates in any way, now and in the future during the term of this Release.**

The term "Entities means individually and/or collectively: (a) CHURCHVILLE REC; (b) the Harford County School System; (c) the Harford County Government; (d) Harford County Parks and Recreation;(e) program sponsors and/or program participants associated in any way with the Programs or Activities; (f) travel, club, recreation and other sports leagues associated in any way with the Programs or Activities; (f) owners, lessors, or license holders of real property associated in any way with the Programs or Activities; (g) vendors and/or owners or lessors of equipment associated in any way with the Programs or Activities; and/or (h) all of their (a-g) respective, owners, board members, directors, chairpersons, members, officers, vendors, agents, employees, independent contractors, participants, volunteers, referees, coaches and their personal representatives and assigns.

**(2) THE UNDERSIGNED SHALL INDEMNIFY THE ENTITIES** FOR (1) the Undersigned's Claims against the Entities and/or by third parties asserting a derivative claim to the Undersigned's Claims; (2) third party causes of action brought or demanded against the Entities for actions caused directly or indirectly in whole or in part by the Undersigned's conduct; and (3) for the Entities' cause(s) of action

against the Undersigned. This indemnification includes but is not limited to: (1) paying the Entities for any judgment or settlement amount paid, owed or incurred by the Entities in defending a Claim or other cause of action involving the Undersigned; (2) paying the Entities for damages incurred by the Entities as a result of the Undersigned's conduct; and/or (3) payment of the Entities reasonable attorney's fees and costs incurred in defending the Claim or cause of action or the Entities pursuing a cause of action against the Undersigned – whether or not any of such Claim or cause of action is filed with a court or other tribunal.

**(3) THE UNDERSIGNED AGREES AND UNDERSTANDS** - (1) that this Release, remains in effect for a period of two years from the date below and will not be waived unless in writing and signed by the CHURCHVILLE REC board president; (2) that this Release survives any refund or withdrawal by the Participant, voluntary or involuntary, from any Programs or Activities during the term of this Release; (3) that this Release is cumulative which means that the signing of another release for a Program or Activity does not invalidate this Release or replace it and that this Release may be enforced separately or in conjunction with other releases. (4) that Maryland law governs the terms of this Release; (5) that the Undersigned will not bring any claim or cause of action against the Entities for Claims subject to this Release; and (6) **Participant's present and future participation in the Programs or Activities is for recreational purposes only and not a necessity;**

**Legal parent/guardian must sign below if participant is under the age of 18 or otherwise lacks the capacity to contract. By signing below, the Undersigned certifies under penalty of perjury that he/she is the legal parent /guardian of the Participant.**

**THE UNDERSIGNED IS WAIVING VALUABLE RIGHTS AND REMEDIES-**

\_\_\_\_\_  
Parent/Guardian (Signature)

\_\_\_\_\_  
Date

**Release of Liability**

\_\_\_\_\_  
Participant Name (print)

\_\_\_\_\_  
Parent/Guardian (print)

I do hereby expressly agree to release Harford County, Maryland, a body corporate and politic of the State of Maryland, and its elected and appointed officials, agents, officers, and employees, and the Churchville Recreation Council from all liability arising from any harm or injury, including death, sustained by me/my child while participating in this program. I understand that there is an inherent risk involved in any program. I certify, by my signature, that I understand this and agree. I also certify that I/my child is physically capable of participating. I will make the instructors aware of any allergies and/or medical problems.

In accordance to Maryland law, I understand that information on Youth Sports Concussion and Head Injuries is available at <http://www.cdc.gov/headsup/youthsports/index.html> and information on Sudden Cardiac Arrest at <http://www.nhlbi.nih.gov/health/health-topics/topics/scda/>.

\_\_\_\_\_  
Parent/Guardian (Signature)

\_\_\_\_\_  
Date

## **Code of Conduct**

---

Participant Name (print)

---

Parent/Guardian (print)

The Recreation council is committed to providing the citizens of Harford County with quality recreational opportunities in a safe and enjoyable environment. To fulfill this commitment, the Recreation Council has established a **Code of Conduct**. The Code requires that individuals, including but not limited to spectators, coaches, registrants, and volunteers in Recreation Council programs and activities, conduct themselves in a reasonable manner.

Individuals may lose the right to participate in programs and activities for any of the following:

- i. Failure to abide by program rules as established by the Recreation Council.
2. Failure to comply with the direction given by Recreation Council representatives in the performance of their duties.
3. Misuse, destruction, damage or theft of Recreation Council property, or the property of others.
4. Indecent or obscene conduct, including profanity.
5. Any action, which, in the judgment of the Recreation Council, places oneself or others at risk. This includes, but is not limited to, physical and/or verbal abuse, intimidation, and coercion, inciting others to violence or disruption, and sexual harassment. Sexual harassment includes, but is not limited to, the following: verbal or physical sexual advances, including pressure for sexual activity; unwelcome sexually motivated touching•, pinching, patting or intentional brushing against; verbal harassment or abuse; and remarks or gestures of a sexual nature.
6. Possession, use or distribution of weapons, instruments used as weapons, fireworks or explosives.
7. Possession, use or distribution of alcohol (except by special permit), tobacco products, e- cigarettes, or controlled dangerous substances.
8. Any action that disrupts or Obstructs participation in a Recreation Council program or activity.
- 9 Any action that constitutes a violation of local, state, or federal law.

Violations of the **Code of Conduct** may result in disciplinary action including, but not limited to, the following:

1. Verbal warning.
2. Limited suspension from programs and activities.
3. Permanent expulsion from programs and activities.

An individual may face permanent expulsion without verbal warning and/or suspension if, in the judgment of the Recreation Council, the violation is significant enough to warrant such action.

---

Parent/Guardian (Signature)

---

Date