

Goodlettsville Parks and Recreation Private Outdoor Fee-Based Activity

Policy It is the policy of Goodlettsville Parks and Recreation and its Director, under circumstances appropriate for Goodlettsville parks, to permit individuals and organizations the use of specified areas within Goodlettsville parks for the provision of certain private outdoor fee-based activities and services to the public, subject to this Policy.

1.0 Purpose

This policy outlines the requirements, limitations, and conditions under which temporarily permitted uses of Goodlettsville parks could be allowed for certain private, fee-based activities or services consistent with the operation and public use of Goodlettsville parks. The purpose of this Policy is to establish an effective mechanism for allowing activities or services of this sort while safeguarding the parks and the rights of park patrons to access and use the parks.

2.0 Definitions

2.1 Private Outdoor Fee-Based Activity, referred to in this Policy as **POFA**. A class, clinic, camp, guided activity, program or related service organized and offered by a User for which a payment, fee or other consideration is expected to be made to the User, directly or indirectly, for the right of an individual to participate or attend, whether said POFA is by invitation-only or open to the public in general. POFA must be generally recreational in nature or a common and customary park use.

Exclusions from POFA: Any activities, whether or not commercial in nature, which are authorized and conducted under a cooperative agreement, shared facilities agreement, user agreement, lease, temporary vending permit, athletic permit, event permit, tournament permit, special event permit, recreation facility permit, film or photography permit, or as part of any City-sponsored or City-conducted program or activity, are not regarded as being POFA and shall not be subject to this Policy.

Non-Exclusive List of POFA: POFA may include, but is not limited to: sports camp or clinic, exercise or physical training program, guided class in aerobics, yoga, or tai chi, self-defense or martial arts class, dance class, gymnastics training, personal improvement instruction, physical education program, Zumba class, boot camp, circuit training, cross training, and art classes. This list is only applicable to a POFA for which the User is compensated in some manner. Inclusion in this list does not guarantee that a Permit will be issued for a specific type of POFA.

2.2 Parks and Recreation Office. Goodlettsville Parks and Recreation (GPR) is the entity which reviews and approves Permit applications for POFA and administers the Permits for POFA.

2.3 POFA Park. A permit can be obtained for a POFA in a Goodlettsville park to the extent provided in this Policy. Permits may contain restrictions such as date and/or time of use, maximum number of participants or attendees, the nature and extent of activities, and other requirements, limitations or conditions prescribe in this policy or the permit.

2.4 Permit. A revocable and non-transferable permit issued by the Parks and Recreation Office that allows the User a restricted use of a Goodlettsville park for a POFA upon payment of the prescribed Permit fee and compliance with this Policy.

2.5 User. An individual, organization, or a non-profit or for-profit entity who, or that makes application to, and obtains a Permit from the Parks and Recreation Office, for the holding of a POFA. The term User includes employees, contractors and agents retained by, or representing, the User in obtaining or utilizing the Permit or conducting a POFA. An individual must be a permanent resident of Tennessee. A non-profit or for-profit entity must be registered with the Tennessee Secretary of State.

3.0 Authority and Applicability of Laws

3.1 General Authority and Applicability. Under section 2-103 of the City Charter, the management, operation and control of all facilities owned by the City of Goodlettsville for park and recreation purposes are under the exclusive

control of GPR. Fees for the permitted use of such facilities and the enforcement of rules and regulations adopted by GPR for the public's use of such facilities are provided by ordinance. All City ordinances and rules and regulations adopted by GPR restricting or prescribing the public's use of such facilities shall be applicable in addition to the requirements of this Policy and the terms and conditions contained in the issued Permit.

3.2 Sales of Services in Parks. Section 2-104 (5) a and b of the City Charter provides that a User may sell their services in the park by Permit, but may not advertise their services in the park except during the actual time that the service is being provided, or at times otherwise defined by GPR.

4.0 General Provisions

Goodlettsville's parks are intended for a wide array of public uses. To the extent that a POFA is consistent with uses allowed in parks and is properly regulated, the use of Goodlettsville's parks may be extended to allow, by Permit, for a POFA in a Goodlettsville park. The following apply to POFA to the extent and manner specified.

- POFA. A POFA may only occur upon issuance of a Permit.
- POFA Standards. GPR reserves the right, at any time, to withdraw from availability any given Goodlettsville park or location(s) within a Goodlettsville park that may have previously been available for POFA. POFA permits may be restricted as to the days and times, and months or seasons, during which a POFA may occur; the number of POFA's allowed daily, weekly or seasonally; the number of participants or attendees allowed at any one time; the type of POFA allowed at given POFA park; the extent of POFA at a specified Goodlettsville park or other nearby Goodlettsville parks; and other requirements, limitations and conditions designed to protect the park and assure that other park patrons have reasonable access to and use of the park. All of the information described above for a specified Goodlettsville park and the applicable requirements, limitation and conditions will be regularly posted and updated on GPR's website on goodlettsvilleparks.com and will be distributed to the public by such other means as determined by GPR. The above requirements, limitations and conditions as specified by GPR are referred to in the Policy as "POFA Standards".
- Permit. A Permit issued for a POFA only allows the User the privilege, not the right, of conducting a POFA in a specified Goodlettsville park. The Permit does not grant any property right or any protected right to operate a business that may be asserted against GPR or the City of Goodlettsville. Only those services specified for the POFA in the Permit are allowed. The sale of goods or food and beverage are not allowed. A Permit is not assignable. The Permit must be in the possession of the User at all times during a POFA.
- No Warranties. GPR and the City make no warranties or guarantees as to the suitability or usability of a Goodlettsville park for a particular POFA. The User accepts the condition of a POFA park "as is, where is" without any expectation that GPR, or the City, will take any action to make the POFA park more suitable or usable for the User's POFA. GPR reserves the right to eliminate a Goodlettsville park from being available for a POFA if GPR determines that circumstances or park conditions warrant such elimination.
- Priorities. GPR of City-sponsored or City-conducted events, programs, and classes have priority over all other requests for use of Goodlettsville parks, including any POFA. Individuals and entities that have contracted with the City for the reservation and use of Goodlettsville parks have priority over all Permit applications or Permits for POFA's. This specifically includes events that are permitted prior to and subsequent to a Permit being issued for a POFA in the same Goodlettsville park.
- Competition. Unless expressly authorized by the Permit, a POFA shall not duplicate or directly compete with existing programming provided by GPR or GPR's agents or contractors in a park where a POFA permit is issued or a Goodlettsville recreational facility in an adjacent park where the POFA permit is issued.
- Joint Venture; Contracts. Under no circumstance shall the City of Goodlettsville or GPR be regarded or represented as being a partner or in a joint venture with the User. The User has no authority to create contractually, or by any other means, any responsibility or obligation, financial or otherwise, on the part of the City of Goodlettsville and GPR.
- Rules and Regulations. All Park Use Rules and Regulations adopted by GPR shall be applicable to a POFA unless otherwise expressly provided in this Policy or the issue Permit.
- Conduct of POFA. The User shall be responsible for conducting a POFA in a safe and professional manner and for making certain that participants, attendees and other park patrons are treated in a courteous and respectful manner.

- **Supervision and Control.** The User will be responsible for the conduct and control of the participants and attendees and must take all reasonable measures to assure compliance by participants and attendees with all GPR rules and regulations, this Policy, and the Permit. All children under the ages of 18 years of age must be properly and continuously supervised during a POFA. The User is responsible for assuring the following adult per child ratios are complied with: Ages 3-5, 1 adult per 3 children; Ages 6-17, 1 adult per 10 children.
- **Right of Access.** A GPR staff person shall have full access to all activities at the POFA, at any time, in order to ensure that all rules and regulations, the Policy, and the Permit are being complied with.
- **User's Charges.** A User may charge participants and attendees a reasonable registration or participation or attendance fee or charge for the POFA. To the extent applicable, sales tax must be collected and tendered to the Department of Revenue. If a business license is required for the POFA, the User shall obtain, pay for, and keep in effect such license.
- **Violations and Enforcement.** Any substantive violation of this Policy, the Permit, applicable POFA Standards, or Parks Use Rules and Regulations may result in the Permit being suspended or revoked without refund of fees or charges.

5.0 Procedures

5.1 Application

- **Application Submittal.** Prior to submitting a Permit application, the applicant should closely read this Policy and POFA standards. The Permit application, in the form attached as Addendum A hereto, or as amended, must be fully completed and submitted to the Permit office and must, among other things, accurately and completely describe the nature and extent of the proposed POFA, anticipated attendance and requested Goodlettsville park. Failure to submit a fully completed and accurate Permit application may result in the rejection of the application. Submission of an application indicates the applicant's acceptance of, and willingness to comply with, this Policy, the POFA Standards, and the Permit (if one is issued).
- **Qualifications.** A Permit applicant must be at least 18 years of age and must present picture identification, preferably a Driver's License. For activities that require certifications, those certifications must be provided as proof of training. At the discretion of GPR, the Permit applicant must demonstrate the ability to comply with this Policy and the POFA Standards.

5.2 Criteria for Application Review

- GPR will evaluate the information on the Permit application in terms of the requirements of this Policy and the POFA Standards. In reviewing a Permit application, the Permitting Office shall consider the following criteria with respect to the proposed POFA or aspects of the proposed POFA:
 - It is a violation of federal or state law or is in violation of the City's charter, ordinances, rules and regulations, or an executive order.
 - It is in violation of GPR policies, rules and regulations, this Policy, the POFA Standards, or other applicable GPR criteria or standards.
 - It is either not generally recreational in nature or not a common and customary park use.
 - It presents a substantial risk of having a negative impact on the public health or safety.
 - It presents a substantial risk of having a negative impact on the park, other City-owned property or nearby private property.
 - It presents a substantial risk of having a negative impact on the public's ability to access or use the park
 - The potential for damage to the park exceeds the value of allowing the POFA.
- GPR may deny any Permit application based on a finding or findings of likely problems described in the criteria above.
- GPR may deny any Permit application if the Office finds that the applicant has made false or misleading statements on the application or failed or refused to provide relevant information as required by this Policy and the POFA Standards.
- GPR may deny any Permit application if the Office finds that the applicant has had a Permit for a POFA revoked during the past two (2) years. The applicant may submit an explanation or evidence mitigating the basis of the prior Permit revocation or definitively demonstrating that the Permit was unjustly revoked. The acceptability of such explanation or evidence shall be at the reasonable discretion of the Parks and Recreation Director.

- If GPR approves the Permit, the applicant shall be notified in writing and must satisfy all prescribed conditions for the issuance of the Permit in a timely fashion. Failure to satisfy all conditions for the issuance of the Permit in a timely fashion may result in the Permit approval being withdrawn and a Permit being granted to another applicant for the park.
- GPR may deny any Permit application if the applicant has any balance due to the City of Goodlettsville.

5.3 Permit Fees and Other Charges

- The appropriate Permit fee and processing fee must be paid prior to the issuance of the Permit. Any required charges must be paid prior to approval and issuance of the Permit. A receipt for payment will be provided. Permit fees and charges are approved by the Board of Commissioners for the City of Goodlettsville.
- Any balance due for any other City of Goodlettsville department (property tax, utility fee, etc.) must be paid in full prior to approval of a Permit.

5.4 GPR Suspension/Revocation; User Cancellation

- **GPR Reserved Right to Suspend or Revoke.** GPR reserves the right to suspend a POFA during a certain period of time or to revoke a Permit at any time due to unforeseen factor or events, including, but not limited to inclement weather, poor conditions in a park, emergency repairs, closure of the park or a portion of the park, or use of the park for a City-sponsored or City-conducted event. GPR will notify the User of the suspension or revocation as early as possible. An alternative park will be offered the User if possible. A full refund will be made for such suspension or revocation if an alternative park is not offered. GPR shall have no further liability other than refund. The conducting of a POFA or entry upon or use of a Goodlettsville park, despite GPR suspension or revocation shall be grounds for immediate revocation of the Permit and the removal of the User from the POFA program for one year.
- **GPR Suspension of Revocation with Cause.** If a User fails to substantially adhere to Parks Use Rules and Regulations, the POFA Standards, the requirements of this Policy, or any terms or conditions in the Permit, GPR reserves the right to suspend or revoke the Permit at any time, at the discretion of GPR, and not refund the fees or charges paid by the User and/or to impose restrictions or prohibitions on the User as to any future permitting or use of park property under this Policy, as GPR deems appropriate under the circumstances. Such action may also be taken if a User obtains a Permit for a POFA with no intention of running a POFA.

5.5 Appeal of Denial of Permit Application or Suspension/Revocation of Permit

- A Permit applicant has the right to appeal a denial of a Permit application under sub-section 5.2 of this Policy, and a User has the right to appeal the suspension or revocation of a Permit under sub-section 5.4 of this Policy. Appeal shall be made by submitting a written appeal to the Director of Parks and Recreation stating the basis for the appeal and the requested relief. Such appeal must be received by the Director's office no later than five (5) calendar days after the denial of a Permit application or the suspension or revocation of a Permit. After review of the written appeal and consultation with the GPR representatives, the Director will issue a written decision granting the appeal, granting the appeal with conditions, or denying the appeal. The decision of the Director shall be final.

6.0 Indemnification, Insurance and Liability

6.1 Indemnification

- **Third Parties.** As a condition of the issued Permit, the User shall indemnify and hold harmless the City of Goodlettsville and its officers, employees, contractors and agents from and against any and all causes of action, losses, liability, and costs (including statutory liability under worker's compensation laws) in connection with any claims for damages as a result of injury or death to any person or damage to or loss of any property caused by the User and any invitees, guests, attendees, or participants arising from or associated with the POFA or the use of occupancy of the park and/or other common areas used in connection with the POFA, including but not limited to a recreation center, parking lots, trails and restrooms.
- **Employees and Participants.** In addition the User shall indemnify and hold harmless the City of Goodlettsville and its officers, employees, contractors and agents from and against any and all causes of action, losses, liability, and costs (including statutory liability under worker's compensation laws) in connection with any claims for damages as a result of injury or death to any person or damage to or loss of any property sustained or suffered

by the User's employees, agents, contractor, invitees, guests, attendees, or participants arising from or associate with the POFA or the use or occupancy of the park and/or other common areas used in connection with the POFA, including but not limited to a community center, parking lots, trails and restrooms.

6.2 Insurance

- General liability coverage of not less than \$1,000,000 is required, with the proof of insurance showing the City of Goodlettsville as an additional insured.
- Exclusions to the general liability coverage that limit or deny coverage with respect to certain activities that may be occurring during the POFA, or with respect to juveniles who might attend the POFA, or be in the area of the park where the POFA is occurring, must be expressly identified to GPR. The City reserves the right to require alternative protection, solely at the cost of the User, in the event of such alternative protection, solely at the cost of the User, in the event of such exclusion, including but not limited to special insurance coverage, the presence of additional User staff or GPR staff, or limitation on uninsured activities occurring during the POFA, as GPR deems appropriate.
- General liability coverage required under this section may be obtained for certain types of POFA's by a User, upon payment of a prescribed fee, through the Tenants User Liability Insurance Program ("TULIP"). The availability or extent of coverage under TULIP may be terminated or modified at any time, without notice, as directed by the City Manager of the City of Goodlettsville.
- All required insurance coverage must be obtained and paid for, and proof of insurance provided to GPR, prior to the issuance of the Permit. Failure to obtain or provide proof of the required insurance shall be grounds for denial of the Permit. Failure to maintain the required insurance during the duration of the Permit shall be grounds for suspension or revocation of the Permit.

6.3 User's Liability to City for Damage to City Property

- The User is financially responsible to the City of Goodlettsville for any and all damage to and/or theft of City property occurring in or about the Goodlettsville park used by the User, caused by the User or the User's participants and attendees. The City of Goodlettsville reserves the right to pursue any legal remedies available to it to recover any costs or expenses for repairing, replacing, restoring, or cleaning any park or other City facilities or property destroyed, damaged, lost, or improperly cared for as the result of or in connection with the POFA. Nothing in this Policy or the issued Permit shall waive or reduce the liability a User may have for such damage.

6.4 Release and Waiver

- The City of Goodlettsville will not be held liable for any injuries to the User, participants or attendees, or the public at large caused by or associated with the POFA, nor will the City of Goodlettsville be held responsible for loss, damage, or theft of any equipment or personal articles owned, leased or rented by the User or the participants or attendees used or related in any respect to the POFA. By accepting a Permit for a POA, the User agrees to release and waive all claims for injuries, loss, damage or theft against the City of Goodlettsville for all costs and expense arising from such injuries, loss, damage, or theft.

6.5 Participant/Attendee Waiver of Liability

- The User is required to obtain signed waivers of liability from all participants, the parents or guardians of all participants under the age of eighteen (18) years, and User's employees, agents and contractors, if a POFA involves sporting or physical activity. The waiver must release the City of Goodlettsville and GPR from all liability with respect to the POFA and the use of the Goodlettsville park. The originals of all signed waivers must be provided to GPR upon request. GPR shall have the right to confirm that all persons required to sign a waiver have submitted fully and properly executed waivers. The form of the waiver will be similar to the example form contained in Addendum B. Failure to obtain and keep the required waiver, or to provide copies of the waivers upon request, during the duration of the Permit shall be grounds for suspension or revocation of the Permit.

7.0 Rules and Regulations

7.1 Regulation of POFA Use and Public Behavior. The Park Use Rules and Regulations shall be applicable for any POFA occurring at any park area. In particular, the following rules and regulations shall be applicable:

- A POFA shall be limited to the Goodlettsville park specified in the Permit or at such park specified by an authorized GPR representative. The User must be on site during a POFA and available for inspection. If GPR provides the User with other means of identification or requires the User to provide other means of identification, that identification must be displayed during the POFA as specified by GPR. The POFA must cease and the park must be vacated promptly upon expiration of the time period specified in the Permit.
- POFA Hours. A Goodlettsville park shall be permitted for a POFA only between hours of operation for the specific Goodlettsville park.
- Any activities or conduct which results in the destruction of, damage to, or removal of any vegetation, amenities or feature in the Goodlettsville park, or other unauthorized changes to a Goodlettsville park, are strictly prohibited. Any authorized changes to a Goodlettsville park must be expressly stated in the Permit.
- All structures, amenities, equipment and features which are part of the park where the POFA is located are to be used for their intended purposes and not converted to other uses of activities for the POFA.
- Machinery, equipment, canopy, tent, furniture or large or heavy materials shall not be brought, installed or constructed on any Goodlettsville park, unless expressly authorized in the Permit. No equipment, furniture or other amenities will be provided by GPR.
- Electrical equipment may not be connected to any electrical plug in a park without written permission of GPR. Water systems in a park, other than the ordinary use of water fountains, may not be utilized as part of a POFA without written permission of GPR.
- Music and noise must be kept at a reasonable volume level, as determined by GPR (generally 55db or less) and not directed at adjoining residential property. Amplified sound for a POFA is prohibited before 8:00am and amplified sound equipment must be self-contained and easily portable, as authorized by Permit.
- Signs advertising the POFA are prohibited except for one temporary banner or yard sign (corrugated plastic) attached to a registration table or equipment, as authorized in the Permit. The dimensions of such signage must not exceed four (4) square feet. No third-party advertising or promotional signs are allowed. All allowed signs must be removed immediately following the POFA.
- No machinery, equipment, canopy, tent, sign, or sound amplification equipment shall be attached or secured to any tree, facility, or structure, including handrails and park sign posts.
- Parking, Access, and Playgrounds. Parking areas and points and paths of access to the permitted park may be specified or restricted as stated in the Permit or as otherwise provided by GPR. Playgrounds may not be used as part of a POFA. It is the responsibility of the User to make certain that participants and attendees comply with any specifications or restrictions on parking, access and playgrounds.
- Trails, Paths and Park Roads. Certain types of POFA's may utilize trails, paths and park roads in or connecting to a park. GPR reserves the right to specifically identify segments of trails, paths and park roads in the Permit that may be utilized for the POFA and only to the extent authorized in the Permit. No more than fifty percent (50%) of the width of a trail, path or park road, is to be utilized for a POFA, unless expressly authorized in the Permit. A POFA does not have exclusive or even dominant use of a trail, path, or park road. Any exercises or activities conducted in periodic stops along the trail, path or park road must be performed off of the trail, path or park road but within ten feet (10') of the trail, path or park road. The participants and attendees engaged in a POFA must yield to public's right of access and use the trail, path or park road.
- Motor vehicles must park in designated parking spaces. All traffic laws and Park Use Rules and Regulations regarding the movement and location of motor vehicles shall be observed. Motor vehicle access to a location within a Goodlettsville park is not allowed, unless such is expressly authorized in the Permit and only to the extent so authorized.
- Storage of any items on site is strictly prohibited. Unattended items will be regarded as abandoned.
- Trash and debris associated with the POFA must be bagged and promptly removed from the park. The location of the POFA and surrounding park area must be left in the same condition in which it was found.
- Alcoholic beverages and illegal substances are strictly prohibited.
- Weapons of any kind are not allowed; provided, however, this restriction shall not apply to any person in possession of a handgun for which the person holds a valid permit or a temporary emergency permit to carry a

concealed handgun issued pursuant to state law and is otherwise carrying the handgun in conformance with applicable state law and is not engaging in any unlawful use of the handgun.

- Any substance of an explosive highly flammable, hazardous, or toxic nature is strictly prohibited, including fireworks.
- Any filming of the POFA is not allowed unless written permission is obtained from GPR.

8.0 Addenda

The attached Addenda A and B are incorporated into this Policy by this reference.

Addendum A is the application form for a POFA Permit.

Addendum B is a form waiver of liability.

These Addenda may be modified or replaced, as determined appropriate by GPR (provided any modifications or replacements are in keeping with this Policy) without undergoing any amendment process to this Policy.

**Goodlettsville Parks and Recreation
Private Outdoor Fee-Based Activity (POFA)
Permit Application**

Applicant Information

Applicant Name _____
Organization/Business Name _____
Address _____ City _____ State _____ Zip _____
Phone Day _____ Cell _____
Email Address _____
Day of Event Contact Phone _____

Permit Season

January to March April to June July to September October to December

POFA Details

Provide Detailed Description of Activity _____

Request – one POFA request per application form

Name of Park _____ Turf Roads/Trails

APPLICANT SIGNATURE (This application is not valid unless signed by the applicant)

As the applicant, I hereby agree and understand that it is my responsibility to oversee all contractors, vendors or parties affiliated with the event and to insure compliance with all policies, rules and regulations, and guidelines of Goodlettsville Parks and Recreation and other relevant procedures and laws. I have received, read, and understand the General Parks and Recreation Rules and Regulations and the Private outdoor Fee-Based Activities (POFA) Policies, Procedures, Rules and Regulations. I understand that any violations may result in immediate cancellation of the reservation and /or revocation of the permit. I understand that fees may be non-refundable and that the permit is non-transferrable.

Violations and Enforcement. Any substantive violation of these Policy, the Permit, applicable POFA Standards, or Park Use Rules and Regulations may result in the Permit being suspended or revoked without refund of fees or charges.

Applicant's Signature _____ Date _____

WAIVER AND RELEASE OF CLAIMS
Please read closely the provisions below.

I, the Participant signing below, understand that the program or activity I am participating in a public park operated by Goodlettsville Parks and Recreation is NOT being offered under the auspices, control, or sponsorship of the Goodlettsville Parks and Recreation. The program or activity is being offered or sponsored by a person or entity unrelated to Goodlettsville Parks and Recreation and the City of Goodlettsville. The person or entity offering the program or activity I am participating in has obtained a permit for the use of the public park in which the program or activity will be conducted. I acknowledge that Goodlettsville Parks and Recreation and the City of Goodlettsville have no responsibility for the program or activity or my participation in the program or activity.

I further understand that the program or activity may involve the risk of physical injury, illness, disease (any of which could lead to permanent disability and/or death), and/or property loss or damage from foreseeable or unforeseeable circumstances. I recognize and affirm that it is my personal responsibility to consult a physician before participating in athletic or strenuous activities or receiving any health or medical services or treatments and to secure and protect my property from loss or damage. I hereby expressly assume all such risks described above occurring to me arising out of or in any way related to the program or activity I am participating in.

By signing this Waiver and Release of Claims, I waive and release any and all claims, demands, actions or other liability rights I may have against Goodlettsville Parks and Recreation and the City of Goodlettsville, and their officials, employees, and agents for any injury, illness, disease, and/or property loss or damage arising out of or in any way related to the program or activity I am participating in.

I have read, understood, and consent to this Waiver and Release of Claims and sign below voluntarily of my own free will.

DATED this ____ day of _____, 20____.

Printed Name of Participant

Signature of Participant

As the parent or guardian of _____, the Participant who is under 18 years of age, I acknowledge and affirm that I have the legal authority to waive the Participant's rights as provided herein, that I have read and understood the Waiver and Release of Claims and do hereby consent to the Waiver and Release of Claims on behalf of the Participant, and that I assume all responsibility for having consented to this Waiver and Release of Claims.

Printed Name of Parent/Guardian

Signature of Parent/ Guardian