

TOWN OF CARY
CARY 101 PROGRAM
ASSUMPTION OF RISK AND LIABILITY RELEASE & AGREEMENT

READ BEFORE SIGNING

The Town of Cary (“Cary”), through its Cary 101 program (“Cary 101”), offers various activities (“Activities” or “Activity”) for participants to engage in. These Activities occur over the course of several different sessions and are designed to enhance a participant’s understanding of Cary’s projects, programs, and services. This Assumption of Risk and Liability Release & Agreement (Release & Agreement) is designed to inform participants of potential risks involved in participating in the various Activities, most of which are group activities, and to release Cary from liability related to participation in Activities. This Release & Agreement also evidences your agreement that Cary may take photos and recordings of Activities for Cary use and, if you are rendered unable to request medical treatment for yourself or your minor, give Cary permission to seek such treatment on your behalf. Finally, this Release & Agreement gives Cary permission to use your email address and contact information for other Cary promotions and activities.

This Release & Agreement is designed to be a standing Release, that is, once this Release is signed by you (Participant or Parent/Legal Guardian), it will apply to all Activities for which you participate through the Cary 101 program.

THE RELEASE

In consideration of being allowed to register for and participate in the Cary 101 Program, I, the undersigned, as a participant or as parent or legal guardian of _____, a minor (“Minor”), agree to support and conform to Activity rules established by Cary to provide for the health and safety of participants in Activities. I acknowledge, understand, and agree for myself and Minor that participation in Activities carries various general risks to participants including risks related to the spread of infectious diseases, property damage, personal injury, or even death resulting from:

- My or Minor’s physical exertion, including the results of strenuous or repetitive activity that might result in extreme fatigue, exhaustion, or dehydration, and the results of diagnosed or undiagnosed illness or ailments, blows, bumps, abrasions and other trauma injuries like cuts, breaks, and strains;
- The intentional or negligent acts of other participants that might result in Minor or I being injured or otherwise affected by other participants or their tools and equipment;
- Environmental conditions, including:
 - The presence of obstructions and surface conditions that may cause trips, falls, and other unexpected actions resulting in injury;
 - Inclement weather, including extreme sun and heat, rain, flooding, and lightning strikes;
 - Encounters with insects, wildlife, and toxic or noxious vegetation;
 - Adverse or allergic reactions to materials, tools, and conditions encountered in Activities.
 - Possible spread by or to myself, my child or others of infectious disease like COVID-19 through proximity to infected individuals

and/or transmission by means such as droplet, surface, and airborne transmission.

- Equipment misuse or failure.

I agree that I am adequately informed of the risks of participating in group Activities. For so long as the COVID-19 pandemic remains a threat, I agree to abide by any health screening measures implemented by Cary for daily participation.



In addition to the general risks outlined above, the following potential Activities present additional risks, including:

Tours	Risks associated with walking and/or riding on a bus, vehicle, or other means of transportation for the purpose of a facility tour, demonstration, or other presentation. In addition, risks associated with riding or moving over various surfaces and/or around sections of a tour (like fences, ramps, trees).
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Public Safety Demonstrations	Risks associated with observing and being in close proximity to service animals, fire, smoke, inhalation of harmful particles, heavy machinery, firearms, and other equipment or supplies used by, but not limited to, Cary's Police and Fire Departments.
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Firearms	Risks associated with the handling and/or shooting of firearms or being exposed to the elements of such Activities, including the risk of serious injury or death.
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Public Works Activities	Risks associated with observing demonstrations and/or participating in the operation of heavy machinery and other equipment, contact and/or collisions with tools and equipment (wheelbarrows, shovels, rakes, loppers, hand saws, etc.), other participants, and motor vehicles; injuries caused by close proximity to litter and trash (cuts, scrapes, or exposure to mold, bacteria, and other harmful particulates, etc.).
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I, for myself or as parent or legal guardian of Minor further acknowledge, appreciate, and agree that:

1. I have read this Release & Agreement and carefully reviewed the Activities and risks outlined, have had the opportunity to ask questions about the Activities and risks, and if I have asked questions, my questions have been answered to my satisfaction; and
2. I KNOWINGLY AND FREELY ASSUME RISKS ASSOCIATED WITH ACTIVITIES FOR WHICH I PARTICIPATE; and
3. I agree to comply with the stated and customary rules and terms and conditions for Activity participation. If I observe or become aware of an unusual hazard during Activities, I will immediately bring such to the attention of Cary staff.; and
4. IN THE EVENT THAT I CANNOT COMMUNICATE, OR FOR MY MINOR, BE REACHED, IN AN EMERGENCY, I HEREBY GIVE PERMISSION TO ANY LICENSED PHYSICIAN, SURGEON, CLINIC, OR HOSPITAL TO SECURE PROPER TREATMENT, AND TO ORDER ANESTHESIA FOR ME OR MY MINOR; and
5. I, for myself and for Minor, as applicable, and our heirs, assigns, executors, and administrators release, waive, and discharge any legal rights I may have, or that I may assert on behalf of Minor, to seek payment or relief of any kind from the Town of Cary, its officers, employees, or agents, for injury, illness, or death resulting from participating in Activities. I also agree not to sue the Town of Cary, its officers, employees, or agents; and
6. CARY, ITS EMPLOYEES OR AGENTS, MAY PHOTOGRAPH, VIDEO, OR OTHERWISE RECORD ("RECORDINGS") ACTIVITIES, PARTICIPANTS, AND THOSE WHO MAY OBSERVE ACTIVITIES, AND MAY USE, PUBLISH, AND BROADCAST SUCH RECORDINGS IN THE CONDUCT OF CARY BUSINESS, INCLUDING PROMOTING CARY AND ITS ACTIVITIES. I ACKNOWLEDGE AND AGREE TO CARY MAKING SUCH RECORDINGS AND WAIVE ANY RIGHTS OR INTEREST I OR MINOR MAY HAVE TO OR IN SUCH RECORDINGS; and
7. I understand that Cary may use the contact information I provide, including email addresses and phone numbers, to provide me with services related to my participation in Activities and to provide me with information regarding other Cary promotions, initiatives, and activities; and
8. I understand and intend that this Release & Agreement will remain in effect until it is terminated in writing by me or Cary informs me that a new or updated release is required. Minor will be required to sign a new Release & Agreement upon turning 18 years of age; and
9. I agree that if any provision of this Release & Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be considered severed and deleted and such severance shall not affect the validity of the remaining provisions of this Release & Agreement; and
10. Participant or Parent/Legal Guardian acknowledges and agrees that the electronic signature application DocuSign may be used, at the sole election of Cary, to execute this Agreement. By selecting "I Agree," "Adopt and Sign," "Finish" or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, Participant or Parent/Legal Guardian consents to be legally bound by the terms and conditions of this Assumption of Risk and Liability Release & Agreement and that such act constitutes Participant or Parent/Legal Guardian's signature as if actually signed by Participant or Parent/Legal Guardian in writing. Participant or Parent/Legal Guardian also agrees that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. Participant or Parent/Legal Guardian acknowledges and agrees that delivery of a copy of this Assumption of Risk and Liability Release & Agreement or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

I HAVE READ THIS RELEASE & AGREEMENT, FULLY UNDERSTAND ITS TERMS AND HAVE SATISFIED MYSELF AS TO QUESTIONS I MAY HAVE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY. I CONFIRM THAT I OR MY MINOR AM/IS FIT PHYSICALLY AND OTHERWISE ABLE TO PARTICIPATE IN SUCH ACTIVITIES AND THAT I WISH FOR MYSELF/MY MINOR TO PARTICIPATE UNDER THE TERMS OF THIS AGREEMENT IN ALL ACTIVITIES.

X _____
SIGNATURE of PARTICIPANT or PARENT/LEGAL GUARDIAN

DATE