



## SAFE ROUTES WOOD RIVER VALLEY

at Mountain Rides Transportation Authority

connecting the community by foot, bike & bus

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

1. In consideration for being permitted to utilize the facilities, services, and programs of the Wood River Valley Safe Routes or Safe Routes to School program offered in conjunction with Mountain Rides Transportation Authority, herein referred to as SRTS and MRTA respectively: THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE MRTA and SRTS, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment of MRTA and/or SRTS, or participating in any program affiliated with MRTA and SRTS, without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the MRTA and SRTS premises or in any way observing or using any facilities or equipment of the MRTA and SRTS or participating in any program affiliated with MRTA and SRTS whether caused by the negligence of the releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releases or otherwise while in, about, or upon the premises of MRTA and SRTS activities, and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with MRTA and SRTS.
4. EMERGENCY AUTHORIZATION: I hereby give permission to the medical personnel selected by MRTA and SRTS staff to order x-rays, routine tests and treatment for my child, and in the event I cannot be reached in an emergency, I hereby give permission to transport, to hospitalize, to secure proper treatment for, and to order injection and/or anesthesia and/or surgery for my child as named above. I accept financial responsibility if such treatment is necessary. I understand that this consent does not waive or diminish my rights.
5. SUNSCREEN RELEASE: I hereby give permission for the staff of MRTA and SRTS to provide sunscreen for my child to self-administer while participating in the SRTS programs. Time will be set aside for children to self-administer sunscreen when necessary. MRTA and SRTS are very concerned about dehydration and sunburns at camp. Please provide a water bottle with your child's name and one bottle of child-safe sunscreen.
6. TRANSPORTATION: I hereby give permission to MRTA and SRTS to transport my child in MRTA and SRTS provided transportation which may include but not limited to buses, vans, bicycling, and walking.
7. PHOTO/AUDIO/VISUAL: For my participation in activities to be conducted by the SRTS and MRTA, I give my consent, now and for all time, to MRTA, SRTS, and collaborating third parties to make, reproduce, edit, broadcast or rebroadcast photos and videos, sound track recordings, and any narrative account of The participating parties' experience. My consent gives permission to use the above materials for publication, display, sale or exhibition in promotions, advertising, education and legitimate business uses. Use includes reproductions in any form and media, adaptations and/or revisions, throughout the world and forever. I understand and agree there may be no compensation for this, and I will not make any claim for payment of any kind, may, or may not be, identified in such reproductions; however, my name will not be used to endorse any particular commercial products or commercial services. With respect to any of the above uses, I further agree: All uses shall belong to MRTA and SRTS and it may share them with others; There is no obligation of confidentiality; MRTA, SRTS, and collaborating third parties will not be liable for any use or disclosure to a third party; MRTA and SRTS shall exclusively own all known or later existing rights to the uses worldwide. MRTA and SRTS can use any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account for any purpose and without compensation to me.
8. COVID-19. The novel coronavirus, COVID-19, is extremely contagious and is believed to spread mainly from person-to-person contact. The undersigned acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending SRTS and MRTA programs, activities, and facilities, and that such exposure or infection may result in severe illness, permanent disability, and death. We understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of ourselves, my children, and others, including but not limited to, SRTS and MRTA employees, contractors, volunteers, and program participants and their families. We voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to our child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at or participation in the SRTS/MRTA programming ("Claims"). On my behalf, and on behalf of our child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the SRTA/MRTA its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of SRTS/MRTA, its employees, contractors,

agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any SRTS/MRTA activities.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Idaho and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. I agree that my consent is irrevocable. I hereby release and discharge MRTA and SRTS, its related parties and those it has given permission to use the above, from any and all claims, actions, lawsuits or demands of any kind arising out of my consent, the use, or the shared use of the above materials.

**Parent/Guardian Authorization:** I understand that my insurance policy is considered as primary coverage and that MRTA's policy is secondary. I understand that before I submit a claim to the MRTA's Insurance Company, I must first submit a claim to my insurance company. A statement of allowed expenses from insurer should be given to MRTA as soon as possible. This person herein described has permission to engage in all prescribed child care activity including field trips. The undersigned hereby agree to hold harmless and indemnify SRTS and MRTA and/or any of its employees and/or volunteers from and against any claims, demands, liability, costs of suit, damages, loss and/or judgments in connection with any use of or participation in the MRTA and SRTS properties or programs. I give my child permission to participate in the Wood River Valley Safe Routes program, including the evaluation process. I understand that this process includes collection of demographic data, attendance, academic outcomes and youth development outcomes. I agree that MRTA, SRTS, and anyone they give permission to, has the right to use my child's school data and my survey responses in any form or manner whatsoever and that I will have no objection to this now or in the future. I understand and agree that the data and survey responses may be used as part of another work made by SRTS or others and that SRTS may provide this work to others as well.

No information about my child will be disclosed to anyone outside the research process. The research staff will maintain my child's confidentiality by not revealing his/her name through any material or data.

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Print Primary Adult Name	Signature	Date
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Print Primary Adult Name	Signature	Date
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Names of minor children I am responsible for:

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Office Use Only
Date Registration Received: _____