



Release Form

PARKS, RECREATION, AND CULTURAL RESOURCES

RELEASE AND WAIVER OF LIABILITY FOR ADMINISTRATION OF MEDICATION AND/OR EMERGENCY TREATMENT TO PARTICIPANTS

This Release and Waiver of Liability for Administration of Medication and/or Emergency Treatment to Participants (hereinafter "Release") is made and entered into this _____ day of _____, 20__ by: _____ Parent(s)/Guardian(s) of _____ (Participant Name)

WHEREAS, the Town of Apex (hereinafter "Town") provides certain programs, activities, and events to its citizens through its Parks, Recreation and Cultural Resources Department and the Parent(s)/Guardian(s) have submitted an application to the Town to permit their child's participation in these activities; and

WHEREAS, the Parent(s)/Guardian(s) named herein have requested that the Town administer medication or emergency treatment to their child as outlined in the child's "Authorization for Emergency or Medical Care for Participants with Medical Needs or Severe Allergies" (hereinafter "Authorization Form"), in accordance with the instructions provided in that form; and

NOW, THEREFORE, in consideration of the foregoing recitals, and the premises and covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parent(s)/Guardian(s), intending to be legally bound, hereto do agree as follows:

1. Parent(s)/Guardian(s), which includes the dependents, heirs, executors, assigns, and successors of each, hereby releases and forever discharges the Town, its employees, agents, elected officials, and volunteers of and from all liability, future actions, claims, demands, damages, expenses, costs, attorney's fees, and all claims of any type, kind, or nature whatsoever related to the administration of medication, epinephrine, or other emergency care in accordance with the participant's Authorization Form or the release of medical information provided to the Town by the Parent(s)/Guardian(s).
2. This Release, including the Authorization Form which is hereby incorporated by reference, constitutes the sole and entire agreement as to the subject matter set forth herein and supersedes any previous written or oral agreements, understandings, or arrangements between the Parent(s)/Guardian(s) and the Town related to such subject matter.
3. This Release shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina.
4. In the event for any reason that any provision or portion of this Release shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Release, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

PARENT(S) OR GUARDIAN(S)

By: _____ (Signature) Print Name: _____
Relationship to Participant: _____ Date: _____

By: _____ (Signature) Print Name: _____
Relationship to Participant: _____ Date: _____