



Acknowledgements

CODE OF CONDUCT:

In the spirit of sportsmanship, fans shall: Conduct themselves in a manner that represents the City of Harker Heights and the Parks and Recreation Department with honor, dignity, and respect. Always demonstrate the qualities of civility and sportsmanship. Not use vulgar, abusive, racist, sexist, demeaning or intimidating language at any time. Support the player, coaches, and officials in a positive manner. Treat the visiting team, coaches, and fans with courtesy and respect at all times. Not engage in cheers that are vulgar, crass, or demeaning. Refrain from throwing objects for any reason. Not become intoxicated or belligerent. **BE A POSITIVE ROLE MODEL FOR THOSE AROUND YOU BY TREATING OTHERS WITH COURTESY AND RESPECT!**

GYM REQUIREMENTS:

The only shoes allowed on the gym floor are those that are rubber soled, no marking, and that have not been worn outside. Absolutely no food, gum, or beverages are allowed inside the gymnasium. Water bottles are allowed but must be kept on the concrete boarder to prevent damage to the gym floor caused by spills.

CITY OF HARKER HEIGHTS LIABILITY WAIVER:

I understand that the activities offered by the Harker Heights Parks and Recreation Department may involve strenuous physical activity which can result in property damage, bodily injury or death of myself or my child(ren) or ward(s). I understand and agree that the City of Harker Heights, the Parks and Recreation Department, and their respective agents, employees, officers, directors, and instructors ("the City") are not undertaking responsibility to oversee these activities or to guarantee that such activities are free from risk of injury, loss or damage to either persons or property.

In consideration of the City's furnishing services, equipment and or facilities. I hereby expressly assume all risk of loss, injury or death for myself and my child(ren) and ward(s) who participates in or attends Parks and Recreation Department programs. On behalf of myself, my child(ren), my ward(s), or heirs, assigns, and personal representatives, I agree to release, relieve, indemnify, and hold harmless the City against any and all claims, demands arising as a direct or indirect result of the use of City facilities, or participation in or attendance at Parks and Recreation Department activities. By myself, my child(ren), or my war(s). In case of any such claim, I agree to defend the action or proceeding by counsel acceptable to the City. I am aware that this is a release of liability which is intended to be legally binding. I have read it, I understand it, and I sign it of my own free will.

PHOTO POLICY:

I understand photos and/or video might occasionally be taken of me and/or my child(ren) while participating in City sponsored or supported programs/events. These photos and videos are for department and sponsor use only and may be used in future brochures, flyers, presentations, advertisements, or on the City's and/or sponsor's website and social media.

PARKS AND RECREATION REFUND POLICY:

Refund of fees shall be made under the following conditions:

1. If the Parks and Recreation Department cancels a sports league/recreation program, participants registered shall receive a refund of fees.
2. Participant's Cancellation- if, prior to the start of the first scheduled game/first scheduled day of recreation program, participants cancel their registration, they will receive a refund of fees; less a \$5.00 service charge (except for punch card purchases)
3. No Refunds or credits will be issued once the scheduled games/recreation program has started or a punch card has been purchased.
4. There will be no proration of fees
5. Refund may take up to 2-3 weeks to receive in mail.

All classes will be held at the recreation center unless otherwise noted in the Recreation Guide or website. The department reserves the right to cancel, combine, change item, or date, or make any revisions which may be necessary.

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Harker Heights Parks and Recreation Department ("HHPRD") has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, HHPRD cannot guarantee that you or your attendees will not become infected with COVID-19. Further, attending any program may increase your or attendees' risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that attendee(s) and I may be exposed to, or infected by COVID-19 by attending program(s) at an HHPRD facility, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at program(s) at an HHPRD facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, HHPRD employees, instructors, volunteers, and program participant and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to attendees 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 attendees may experience or incur in connection with attendance of program(s) at an HHPRD facility. On my behalf, and on behalf of my attendees, I hereby release, covenant not to sue, discharge, and hold harmless HHPRD, 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 HHPRD, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attendance of program(s) at an HHPRD facility.

When the term HHPRD is used herein it includes the City of Harker Heights.

When the term program(s) at an HHPRD facility is used herein it includes HHPRD event or activity.