

**WAIVER OF LIABILITY AGREEMENT FORM**  
**READ CAREFULLY BEFORE SIGNING**

I wish to participate in the \_\_\_\_\_ and related events and activities scheduled to take place on \_\_\_\_\_, at \_\_\_\_\_ located at \_\_\_\_\_ (the "Event"). In exchange for being allowed to participate in the Event, I, \_\_\_\_\_, *for himself/herself/itself and for his/her/its heirs, successors, assignees, personal representatives and next of kin ("Releasor")* acknowledge, appreciate, and agree to the following:

**INHERENT RISKS, HAZARDS AND DANGERS**

\_\_\_\_\_, WHICH INCLUDES THE USE OF PUBLIC STREETS AND FACILITIES, IS A HAZARDOUS ACTIVITY. RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN \_\_\_\_\_ (specific activity), INCLUDE, BUT ARE NOT LIMITED TO, DEATH, PHYSICAL TRAUMA, INCLUDING, BUT NOT LIMITED TO, HEAD INJURY, BRAIN DAMAGE AND/OR FACIAL, NECK AND SPINAL FRACTURES, INCLUDING DAMAGE TO THE SPINAL CORD THAT COULD RESULT IN COMPLETE OR PARTIAL PARALYSIS, AMPUTATION, RIB FRACTURES, INCLUDING PUNCTURED LUNGS, SERIOUS INJURY TO VIRTUALLY ALL BONES, JOINTS, MUSCLES AND INTERNAL ORGANS, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, CATCHING AN INFECTIOUS DISEASE (SUCH AS COVID), TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS.

Such risks may arise in an incalculable variety of unforeseeable or foreseeable ways which may include the following: Being hit by a vehicle; Tripping and falling due to the conditions of the streets and routes; Colliding with other participants; Exposure to the reckless actions of other participants and guests who may not have complete control over their actions or knowledge of the risks involved during the Event. Since the Event is outdoors, there is an increased risk of slipping and falling on wet or uneven ground and physical complications associated with weather conditions such as, rain, wind, hail, thunder, lightning, and other forces of the elements (such as electrocution, heat stroke, fainting, collapse, exhaustion or other more serious complications).

**Assumption of the Risk and Waiver of Liability Relating to COVID-19**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 by participating in the above Event, 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 the above Event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of ABC employees, volunteers, and program participants and their families.

Therefore:

**1. ASSUMPTION OF RISK:** Releasor, KNOWINGLY AND FREELY ASSUMES ALL RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF the City of \_\_\_\_\_, and all municipal agencies, all sponsors, promoters, officials, participating clubs, communities, organizations, friends of the Event, participants, volunteers, vendors, government and public entities (including, without limitation, the various departments of transportation), and each of their respective parents, subsidiaries, affiliates, successors, predecessors, officers, directors, employees, volunteers, agents,

and representatives, including, without limitation, any medical personnel that may provide services during or after the **Event** (“**Released Parties**”) arising out of my participation in the **Event** and related activities, including but not limited to, my use of the **Released Parties’** routes, streets, roads, facilities and equipment. I assume full responsibility for my participation in the **Event**, which leaves me vulnerable to the inherent risks and dangers as set forth above;

2. **WAIVER AND RELEASE.** Releasor hereby **RELEASES AND HOLDS HARMLESS** to the fullest extent permitted by law the **Released Parties** for any and all injury, disability, death, or loss or damage to person or property, arising from my participation in the **Event** and related activities, including my use of the **Released Parties’** equipment or facilities, including any such claims which allege negligent acts or omissions of **Released Parties** to the extent permitted by law;

3. **INDEMNIFICATION.** Releasor hereby voluntarily releases, forever discharges, and agrees to defend, indemnify and hold harmless **Released Parties** from any and all claims, demands, lawsuits or causes of action, which are in any way connected with my participation in the **Event**, related activities, my use of the **Released Parties’** equipment or facilities, including any such claims which allege negligent acts or omissions of **Released Parties** to the extent permitted by law. Should any of the **Released Parties** be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney’s fees and costs myself.

4. **SEVERABILITY.** Releasor expressly agrees that this **Waiver and Release** is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any provision of this **Waiver and Release** shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this **Waiver and Release** and shall not affect the validity and enforceability of any remaining provisions.

5. I attest that I have no known medical conditions and have not used any form of alcohol or drugs (prescription or non-prescription) that could jeopardize my safety, or the safety of others during this **Event**. I should not enter and participate in the **Event** unless I am medically able and properly trained.

6. I agree to abide by all rules, regulations and instructions of the **Event**, as well as all applicable municipal and state laws and regulations.

7. I also acknowledge that it is my responsibility to provide for any medical, disability, or other insurance to mitigate any costs that may be unfortunately incurred as a result of my participation in this **Event**.

8. I give permission to the **Released Parties** for the free use of my name, photograph, voice, or likeness, in any broadcast, telecast, advertising promotion, or other account of the Event or marketing or promotion for future or similar events, and waive any rights of privacy I may have in that regard. I further understand and consent that I will periodically be receiving communications related to my participation in the Event.

9. This **Waiver and Release** shall be interpreted, and the rights of the parties determined under the laws of the State of California. The Stanislaus County Superior Court shall have exclusive jurisdiction for any dispute arising under, or pertaining to, this **Waiver and Release**.

10. The personal information obtained from this **Waiver and Release** will only be used for the purpose of the event mentioned within this **Waiver and Release** and will not be used for any other purposes. The City will not engage in the activity of selling the personal information of those signing the waiver. This **Waiver and Release** will be filed for the duration of the potential claim period estimated at ten years.

11. Each parent or participant must sign this **Waiver and Release** so that the City and/or the organizer have written record that the parents or participants have acknowledged the risks of the activity and their release of liability.

**I, THE UNDERSIGNED PARTICIPANT, have carefully read this Assumption of the Risk, Waiver and Release of Liability and fully understand its contents. I am aware that this is a release of liability and a binding contract between myself and the Released Parties, and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Waiver and Release freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

**If I am under the age of 18, I understand I MUST have a parent or guardian approve and sign this Waiver and Release on my behalf.**

Executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ in the City of \_\_\_\_\_, \_\_\_

\_\_\_\_\_  
(Participant's Signature)

\_\_\_\_\_  
Print Name

**COMPLETE SECTION BELOW ONLY IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18**

I represent and warrant that I am the parent or guardian of the above-named participant ("Minor"). I give my approval for the Minor's participation in the **Event**. I assume all risks and hazards incidental to the Minor's participation in the **Event** and I release, absolve, indemnify and agree to hold harmless the **Released Parties** for any claim arising out of an injury to the Minor and from any claims and/or lawsuits, arising out of or connected with the Minor's participation in the **Event**. I consent to the foregoing and grant permission for the Minor to participate in the **Event**. I acknowledge I have carefully read, accepted and agreed to the terms of this Waiver and Release and Assumption of Risk and know and understand the terms in their entirety. The parent/guardian also authorizes Released Parties to obtain medical treatment for my son/daughter as needed and grants access to my child's medical records as necessary.

Executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ in the City of \_\_\_\_\_, \_\_\_.

Minor's First & Last Name (Printed) \_\_\_\_\_

Parent's/Guardian's First and Last Name (Printed): \_\_\_\_\_

Parent/Guardian Name (Signed): \_\_\_\_\_

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