



City of Livermore
1052 S. Livermore Avenue
Livermore, CA 94550

WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT
ASSUMING RISK OF INJURY OR DAMAGE, AND FOR INDEMNITY

FOR: _____
(Name of Activity or Special Event)

PARTICIPANT'S NAME (please print): _____

Telephone #: _____

Address _____ City _____ Zip _____

If Participant is less than 18 years old, please provide the following information for Participant:

Name of Parent/Guardian of Participant: _____

Telephone No. _____ Home/Work/Cell (circle one)

Address _____ City _____ Zip _____

I, _____, as the Participant, or the parent/guardian of the Participant, that is not an employee of the City of Livermore have made a voluntary request for myself /my child (circle one) to participate in the following Activity: (description of activity) _____

_____ including any activities incidental thereto wherever or however the same may occur and for whatever period said activities or instructions may continue.

In consideration of the permission given to me or my child to participate in the Activity as stated above, I hereby agree and acknowledge that:

1. _____ (initial) The Activity is physically and may be emotionally demanding, that there are certain risks inherent in the Activity, and that I or my child may be subjected to the risk of death, personal injury or to the loss or damage of property, and that I freely, voluntarily and with full knowledge assume such risks of death, personal injury, and loss or damage of property.

2. _____ (initial) The Activity supervisors are not trained medical professionals, but will make every reasonable effort to provide first aid in case of injury. I further acknowledge that said persons will make every reasonable effort to warn me or my child of known risks inherent in the Activity, but that all dangers associated with the Activity and their consequences cannot be foreseen. Knowing, understanding and fully appreciating these facts, I hereby expressly, voluntarily, and willingly assume all risks and dangers with my or my child's participation in the Activity.

3. _____ (initial) As a Participant, that I or my child: Shall not use or be under the influence of alcohol or drugs, including prescription drugs that may affect my or my child's ability to safely participate in the Activity; will obey all rules or conditions placed on the Activity, including safety rules; will not engage in conduct that increases the risk of death, personal injury or to the loss or damage of my property, while participating in the Activity; and, will not interfere with the performance of the Activity or in a manner that will bring disrepute upon the City of Livermore, its officers, employees, agents, and designated volunteers.

4. _____(initial) I certify that I am, or my child is, physically and emotionally able to participate in the Activity.

5. _____(initial) That the City of Livermore, its officers, employees, agents, designated volunteers, and sureties, and each of them shall not be responsible or liable for any wrongful death, personal injury, or damage or loss of property incurred by me or my child while participating in the Activity, whether the same shall arise by the negligence or omission of any said persons, or otherwise.

6. _____(initial) **IT IS THE EXPRESS INTENTION OF _____, BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE CITY OF LIVERMORE, ITS OFFICERS, EMPLOYEES, AGENTS, DESIGNATED VOLUNTEERS AND SURETIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.**

7. _____(initial) For myself and my child, and any and all heirs, executors, administrators and assigns for myself and/or my child, I hereby release the City of Livermore, its officials, officers, directors, employees, agents, designated volunteers, and sureties, and each of them, and agree to defend, indemnify and hold the City of Livermore, its officials, officers, directors, employees, agents and designated volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees and/or court costs, directly or indirectly arising out of or in connection with my or my child's participation in the Activity, except for the gross negligence and willful misconduct of the City of Livermore, its elected officials, officers, directors, employees, agents and designated volunteers. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the conclusion of my participation in the Activity.

I have carefully read this entire two page document and understand its terms and their legal significance. This waiver, release and indemnification is freely and voluntarily given with the understanding that right to legal disclosure against the City is knowingly given up in return for allowing my or my child's participation in the Activity. My signature is intended not only to bind myself and my child, but all successors, heirs, representatives, administrators, and assigns that me or my child may have. No oral representations, statements or inducements apart from this written agreement have been made.

Dated _____,
at Livermore, California.

NAME -PLEASE PRINT

SIGNATURE (Participant or parent/guardian of Participant less than 18 years old)

EMERGENCY INFORMATION

EMERGENCY MEDICAL:

In case of a medical emergency, and I am not able to authorize treatment for myself and/or my child, I hereby expressly give my permission to the Activity supervisors to contact 9-1-1 to obtain whatever reasonable medical care is necessary.

Name of Medical Provider Telephone Number Policy Number

EMERGENCY CONTACT:

Please list a family member or friend we may contact in case of an emergency.

Name Telephone Number Relationship

Please note any history of serious illness (diabetes, asthma, epilepsy, heart condition) previous injuries, or allergies (hay fever, bee stings, food, medicines or drugs) that might limit your or your child's participation in the Activity. If none, please state NONE.

I give my full permission to the CITY and any other media sources to use my or my child's name and/or pictures, or voice recordings for any publicity and promotion purposes without obligation or liability to me.

Name Signature Date