



**WAIVER, RELEASE AND ASSUMPTION OF RISK,
AND INDEMNIFICATION**

Participant's Name _____

Sex M F (circle one) Date of Birth ____/____/____

Telephone No. _____

Address _____

City _____ Zip _____

If Participant is less than 18 years of age, please provide information for parent/guardian.

Name of Parent/Guardian _____

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 volunteer activities including but not limited to _____, and 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. I certify that I am, or my child is, physically and emotionally able to participate in the Activity. The Activity may be physically and 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. 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. 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 the loss or damage of my property, while participating in the Activity.

4. That the City of Livermore, their 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.

5. 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, their officials, officers, directors, employees, agents, designated volunteers, and sureties, and each of them, and agree to defend, indemnify, and hold the City of Livermore, their 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, their 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 document and understand its terms and legal significance. This waiver, release and assumption of risk, and indemnification is freely and voluntarily given with the understanding that right to legal action against the City, is knowingly given up in return for allowing my or my child's participation in the Activity.

No oral representations, statements, or inducements apart from this written agreement have been made.

Print

Signature (Parent or Guardian if Participant is less than 18 years old)

Dated in Livermore