



CITY OF STOCKTON

425 N El Dorado Street, Stockton, CA 95202

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

FOR _____ (name of activity)

PARTICIPANT'S NAME (please print): _____

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

The Activity may be physically and emotionally demanding; certain risks are inherent in the Activity, which may subject myself or my child to the risk of death, personal injury or to the loss or damage of property, and that I freely, voluntarily and with full knowledge of such assume the risk of death, personal injury and loss or damage of property.

The Activity supervisors are not trained medical professionals but will make every reasonable effort to provide first aid in case of injury. However, while I acknowledge that said persons will make every reasonable effort to warn me or my child of known risks inherent in the Activity, I acknowledge 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 associated with my or my child's participation in the Activity.

I certify that I am, or my child is, physically and emotionally able to participate in the Activity.

That the City of Stockton, 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 of said persons, or otherwise.

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 Stockton, its officials, officers, directors, employees, agents, designated volunteers, and sureties, and each of them, and agree to defend, indemnify and hold the City of Stockton, 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 Stockton, 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 document and understand its terms and their legal significance. This waiver, release and indemnification, is freely and voluntarily given with the understanding that the 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 _____ Name - PLEASE PRINT _____

SIGNATURE _____