

"Waiver of Liability, Assumption of Risk, and Indemnity Agreement"

Waiver: In consideration of being permitted to volunteer on the above listed date(s) , I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The City of Murrieta, its officers, employees, and agents from liability **from any/all claims including the negligence of the City of Murrieta, its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in this event. Please be advised that all participants involved in any department programs or special events are subject to being photographed. Such photographs may be used by the City of Murrieta without obligation to provide compensation to those photographed.

Signature of Participant

Date

Signature of Parent/Guardian of Minor

Date

Assumption of Risks: Participation in this event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions to 3) catastrophic injuries and/or illnesses including paralysis and death 4) exposure to, and infection with, SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19).

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in this event and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY and HOLD the City of Murrieta HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in this activity and to reimburse them for any such expenses incurred. I hereby acknowledge that as a voluntary participant that I am not an employee of the City of Murrieta, and that I am not covered under the City's workers' compensation plan. I intend to perform voluntary services for or in the City of Murrieta without compensation. As a condition of performing the above referenced volunteer activities, I hereby knowingly and unequivocally waive, release and discharge any and all rights that I, my heirs, assigns, agents or other representatives may have or which hereafter may accrue to me, to file any claim, lawsuit and/or any other cause of action against the City of Murrieta, its employees, officers, agencies, other volunteers and officials as a result of performing said volunteer services. In granting this full and complete release and waiver of liability on the part of the City of Murrieta, I specifically waive California Civil Code Section 1542, which states:

A general release does not extend to claims, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

I expressly desire to release the City of Murrieta, its employees, officers, other volunteers, property owner, and officials from any financial responsibility to me for any personal injury and/or property damage I may incur as a result of my voluntary participation, even when it results from the negligence, both active and passive, of the City of Murrieta and/or its employees. I understand that injury, accidents or illnesses (including death) can arise out of my volunteer activities; knowing the risk, nevertheless, I hereby agree to assume those risks and to release and to hold harmless the City of Murrieta, its employees, officers, agencies, other volunteers and officials, who (through negligence or carelessness) might otherwise be liable to me (or my heirs, assigns, agents or other representatives) for damages. No promise, inducement, or agreement has been made to me to induce me to release the City of Murrieta from liability for any personal injury and/or property damage incurred by me as a result of my voluntary participation, nor has any promise, inducement, or agreement been made to me in return for the express waiver of rights referred to above.

Initials: _____

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement 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.

Signature of Participant

Date

Signature of Parent/Guardian of Minor

Date

Participant(s) Age, if minor: _____