



# Participant's Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (Read Carefully Before Signing)

Updated May 2020

I, \_\_\_\_\_ (FULL NAME), fully understand that my participation in the \_\_\_\_\_ (hereinafter "event/class") exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of El Segundo, its officers, officials, employees, agents and volunteers (collectively, "the City") for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the event/class from whatever cause, including the active or passive negligence of the City or any other participants in the event/class. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the event/class, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City from any and all claims, demands actions or suits arising out of or in connection with my participation in the event/class.

I further understand and agree that:

- An inherent risk of exposure to COVID-19 exists in any public space where people are present. COVID-19 is a highly contagious disease that can lead to severe illness and death. By participating in the program, activity, event or class, I voluntarily assume all risks related to exposure to COVID-19.
- The program, activity, event or class may be of hazardous, strenuous, and/or physical in nature.
- Participation in the program, activity, event or class may occasionally result in injury, death or property damage.
- I will make good any loss or damage or cost the City may have to pay if any litigation arises because of any claim made by said minors or by anyone on said minor's behalf.
- The City does not provide accident, medical, liability, worker's compensation insurance, or any other insurance for participants in the program, activity, event or class.

- If said minor requires medical or surgical treatments while under the supervision of said City personnel in connection with the program, activity, event or class, such City personnel may authorize treatment. I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment.
- I understand City staff may photograph or videotape me and/or my minor children and the City may use such photographs or videotapes to promote City programs and classes. I expressly allow, and hereby waive any objection to, the City's photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in a City recreation program. I understand all photos and videotapes will remain the property of the City of El Segundo.
- While participating in any City program, activity, event or class, I and my minor children will always abide by the City's Code of Conduct (copies posted and available at Recreation facilities) and any applicable federal, state, L.A. County and City laws, orders and regulations.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND UNDERSTAND ITS TERMS FULLY. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN FREELY AND VOLUNTARILY OF MY OWN VOLITION.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

Emergency Contact Name and Phone Number: \_\_\_\_\_

**If participant is under the age of 18, the minor's parent or legal guardian must also sign:**

I am the parent or legal guardian of the above-referenced Participant. I have read and I understand the provisions of this document, and I consent to the Participant taking part in the activities at the El Segundo Recreation and Parks facilities, and I fully enter into and agree to the above Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent or Guardian: \_\_\_\_\_