



Waiver of Liability, Medical Release, and Indemnification Agreement for Minor and Adult Participant

In consideration for myself and my minor child(ren) being permitted by the City to participate in the above-listed activity, each of us hereby waives, releases, and discharges the City and its officers, employees, volunteers, agents, representatives and partners from and for all liability for any claims, damages, costs, and expenses for personal injury, death, or property damage that me or my minor child(ren) may sustain or which may occur as a result of my or my minor child(ren)'s participation in said activity. I understand and agree that:

1. This release is intended to discharge the said City and its officers, employees, volunteers, agents, representatives and partners from and against any and all liability arising out of or connected in any way with the participation of me or my minor child(ren) in said activity, even though that liability may arise out of negligence or carelessness on the part of said City and its officers, employees, volunteers, agents, representatives and partners.
2. Each of us understands that the described activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity.
3. Serious accidents occasionally occur during the above-described activity and participants in the described activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof.
4. COVID-19 is by its nature contagious, and I voluntarily assume the risk that my child(ren) and I may be exposed to, or infected by COVID-19 by attending or participating in said activity and that such exposure or infection may result in personal injury, illness, permanent disability, or death.
5. Knowing the risks involved, nevertheless each of us agrees to assume all risks of injury and to release and hold harmless, and covenant not to sue, the said City and its officers, employees, volunteers, agents, representatives and partners who through negligence or carelessness might otherwise be liable to me or my minor child(ren). It is further understood that this waiver, release and assumption of risk is binding on the heirs and assigns of the undersigned.
6. I expressly waive and relinquish all rights and benefits afforded by Section 1542 of the California Civil Code, which provides as follows:
"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
7. Each of us further agrees to indemnify and to hold the said City and its officers, employees, volunteers, agents, representatives and partners free and harmless



from any claim, loss, liability, damage, cost or expense which they may incur as a result of any injury and/or property damage that I or my minor child(ren) may sustain while participating in said activity.

8. I certify that I am the parent or legal guardian of the minor child(ren) or have custody of said minor child(ren) by court order.
9. I further agree to reimburse or make good any loss, damage, or costs that said City and its officers, employees, volunteers, agents, representatives and partners may have to pay if any litigation arises on account of any claim made by me or my child(ren) or by anyone on behalf of said child(ren).
10. I agree that in the event said minor requires urgent medical or surgical treatment while under the supervision of City, and the City is unable to reach me to authorize consent, City personnel may authorize treatment. I further agree that City may provide limited non-invasive medical services (including, but not limited to, application of bandages or ice/heat) to said minor without requiring my authorization.
11. I expressly permit said minor child to travel by private automobile to activities and events related to the described activity.
12. Activities are not child care as defined by the State of California.
13. I give consent to the City of Winters to photograph or videotape me or my minor child(ren). I understand the pictures or video may be included in the promotion of all City programs.

I have carefully read this Waiver of Liability, Medical Release, and Indemnification Agreement, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the said City and I sign it of my free will.

Participants Name

Participants Signature (18+)

Date

Parent/Guardians Name

Parent/Guardians Signature