

# Participant Waiver



## Waiver Release and Liability Agreement

It is understood that a participant cannot participate in this recreation activity until this Waiver Release and Liability Agreement form has been completed and signed. For additional information, telephone (909) 798-7572.

For and in consideration of permitting the undersigned individual to participate in the City of Redlands' program indicated on the front of this receipt:

The undersigned hereby voluntarily forever releases, discharges, waives, and relinquishes any and all actions or causes of action for personal injury, property damage, financial loss, or wrongful death occurring to the undersigned which may arise out of the undersigned's participation in the Program, and any activities incidental thereto, for him/herself and for his/her heirs, executors, administrators, and assigns.

The undersigned further agrees that he/she shall not prosecute or present any claim for personal injury, property damage, or wrongful death against the City of Redlands or any of its elected officials, officers, agents, or employees (herein referred to as "Releases") for any of such causes of action.

The undersigned acknowledges, understands, and assumes the risks inherent in recreation activities, that such activities entail risks of physical injury to his/her person and property, or financial loss, and that the undersigned is participating in the Program with full knowledge of these risks.

The undersigned further acknowledges and understands that this waiver includes, but is not limited to, any action or cause of action arising from:

1. The City's performance of, or failure to perform, maintenance, inspection, supervision, control, or security of the property on which the Program will occur;
2. The City's failure to warn of dangerous conditions existing on or near the property on which the Program will occur;
3. Any acts or omissions by spectators;
4. The City's supervision or selection of officials, players, or coaches; or
5. Any hidden, latent, or obvious defects or dangerous conditions existing on or near the property on which the Program will occur.

**IT IS THE INTENTION OF THE UNDERSIGNED BY EXECUTING THIS INSTRUMENT TO EXEMPT AND RELIEVE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH CAUSED BY THE PASSIVE NEGLIGENCE OF THE RELEASEES.**

The undersigned, for him/herself and his/her heirs, executors, administrators, or assigns, agrees that in the event any claim for the undersigned's personal injury, property damage, or wrongful death shall be prosecuted against Releases, he/she shall indemnify and save harmless Releases

from any and all claims or causes of action by whomever or wherever made or presented for the undersigned's personal injury, property damage, or wrongful death.

The undersigned acknowledges that he/she has fully read this Waiver, Release, and Indemnity Agreement, has been fully and completely advised concerning the effects of the Waiver, Release, and Indemnity Agreement, and is fully aware of the legal consequences of signing this document.

The undersigned acknowledges that the City has no obligation to offer recreational leagues or to allow participants to participate in these leagues. Participant further acknowledges that the property upon which the activity is to be conducted may not be in a condition that participant agrees is safe, and it is up to the participant to inspect and make the determination whether, in fact, to participate in the recreational activity.

By signing this form, the participant is asking permission to participate in this program and acknowledges that he/she could be injured and that he/she is giving up legal rights. Participant is aware that participation in this activity is voluntary and that participation is voluntarily engaging in the activity with knowledge of the danger involved and hereby agrees to accept any and all risks involved.

Participant further acknowledges that he/she has the right to buy insurance offered through the Recreation Bureau to cover him/her for injuries arising from this recreational activity.

I have read and hereby agree to abide by the City's Recreation Activity Rules. I further acknowledge that my participation in the City of Redlands' recreation activities will be jeopardized should I fail to adhere to those rules.

Furthermore, I give my permission to have the below-named participants treated in the event of accident or illness.

Signature

Date

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