

---

Program Name

Staff Initials

Registration Date

**City Of Hawaiian Gardens  
Individual Release, Waiver Of Liability  
And  
Indemnity Agreement**

In Consideration of being permitted to participate in City of Hawaiian Gardens' \_\_\_\_\_ Recreation program commencing on \_\_\_/\_\_\_/\_\_\_ and ending on \_\_\_/\_\_\_/\_\_\_ (the "program") and to use city facilities and/or those facilities not owned by but made available through the City in conjunction with the Program (collectively referred to herein as "City Facilities"), the undersigned, on behalf of himself or herself, and on behalf of any minors in the legal custody of the undersigned, and on behalf of the undersigned's personal representatives, heirs, assigns and next of kin, agree to the following:

1. The undersigned hereby releases, waives, discharges and covenants not to sue the City of Hawaiian Gardens, its officers, agents, employees, volunteers and representatives (collectively "City") for any and all claims for loss or damage, injury, property damage or death which may occur as a result of the below named Participant's ("Participant") presence during or participation in the Program and/or use of any City Facilities and/or City equipment while participating in the Program, even though that injury or damage may arise out of negligence of the City or out of a dangerous or defective condition of property or equipment of the City. This release shall further extend to the owner of any facility on which Program activities occur.
2. The undersigned hereby agrees to indemnify and save and hold harmless the City, and each of its officers, agents, employees, volunteers and representatives from any loss, liability, damage or cost they may incur, including attorney's fees, whether caused by the negligence or the City of otherwise, relating to the presence of the Participant during or participation by the Participant in the Program and/or the Participant's use of the City Facilities and/or any City equipment in conjunction with the Program.
3. the undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage while the Participant is present during or participating in the Program. The undersigned expressly acknowledges and understands that accidents and injuries can occur while present during or participating in the Program, including serious and permanent personal injuries or death, and that the undersigned hereby expressly assumes all of the risks due to the negligence of the City or due to a dangerous or defective condition of public property, or otherwise, whether or not a particular risk is known or unknown.
4. The undersigned expressly agrees and hereby gives permission for, and expressly assumes the risk of, any emergency medical treatment that may be rendered, at the sole discretion of the City, to the Participant if the Participant is injured while present at or participating in the Program. The undersigned hereby agrees to expressly release and indemnify the City against any liability for providing, or failing to provide, any emergency medical treatment as set forth herein. The undersigned further agrees to pay all costs incurred because of said treatment.

5. The undersigned expressly agrees that the foregoing Release and Waiver of Liability and Indemnity 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.
6. This covenant is intended by the parties to be a waiver of California Civil Code Section 1542 which reads as follows: "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".
7. The undersigned has read and voluntarily signs this Release, Waiver of Liability and Indemnity Agreement, and further agrees that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

If under 18 years of age, the signature of a parent or legal guardian is required.

**If under 18 years of age:**

I have read and understand this release

_____	_____	_____
Print Name of Participant	Date of Birth	Phone #
_____	_____	
Print name of parent/guardian	Parent/Guardian's Address	
_____	_____	_____
Signature of Parent/Guardian	Date	Name & Emergency Phone #

**If over 18 years of age:**

I have read and understand this release

_____	_____	_____
Print Name of Participant	Date of Birth	Phone #
_____	_____	
Signature of Participant	Date	Participant's Address
		_____
		Name & Emergency Phone #