

**City of Pinole Liability Waiver, Release of Claims, Indemnification
and Assumption of Risk Agreement**

- 1) I (or my child) will be participating in certain activities organized and offered by the City of Pinole Recreation Department (the "Activities"). I understand that my (or my child's) participation in the Activities may involve the risk of harm, bodily injury or death.
- 2) I understand that the Activities have inherent risks, as well as risks that may arise from the actions and inactions of myself (or my child), other participants in the Activities, of the City of Pinole or its agents. I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my (or my child's) presence or participation in the Activities, regardless of the cause
- 3) With knowledge of the potential risk involved, I hereby release and discharge the City of Pinole and the West Contra Costa Unified School District, and their respective officials, officers, employees, agents, volunteers, or appointees (collectively, "Released Parties"), from any and all claim that I (or my child) may have or may hereafter have for any personal injury, bodily injury (including death) or property damage arising from my (or my child's) participation in Activities, including but not limited to that incurred as a result of the negligence of the Released Parties.
- 4) Participant agrees to indemnify, defend, with counsel selected by the City of Pinole, and hold harmless the Released Parties from any and all claims, demands, actions, judgments, costs, attorneys' fees and damages of any kind for liability arising out of or in any manner related to my (or my child's) actions while participating in the Activities, except when such claims arise from the gross negligence or willful acts of the Released Parties.
- 5) I understands that I (or my child) may have rights under Section 1542 of the California Civil Code, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." I expressly waive any rights under California Civil Code Section 1542.
- 6) I hereby certify that I (or my child) is physically and mentally capable of participating in Pinole Recreation activities at or sponsored by the City of Pinole.

BY SIGNING BELOW I AGREE THAT I HAVE CAREFULLY READ THE FOREGOING WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT **THIS IS A RELEASE OF LIABILITY** AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

Name: _____

Signature: _____ Date: _____

Name of Child (if applicable): _____