



Liability Waiver

WAIVER, RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE

I, _____ (FULL NAME), fully understand that my participation in the City's Programs, Events, Classes, and Activities (hereinafter "Program/Event/Class/Activity") exposes me to the risk of personal injury, death, or property damage. I hereby acknowledge that I am voluntarily participating in this Program/Event/Class, or Activity, and agree to assume any such risks.

I hereby release, discharge, and agree not to sue the City of San Juan Capistrano for any injury, death, or damage to or loss of personal property arising out of, or in connection with, my participation in the "Program/Event/Class/Activity" from whatever cause, including the active or passive negligence of the City of San Juan Capistrano or any other participants in the "program/event/class/activity". 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 "Program/Event/Class/Activity", I hereby agree, for myself, my heirs, administrators, executors, and assigns, that I shall indemnify, defend, and hold harmless the City of San Juan Capistrano from all claims, demands actions or suits arising out of or in connection with my participation in the Program/Event/Class/Activity.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Emergency Contact Name

Emergency Contact Phone

Participant's Signature

Date

MINOR CHILD DECLARATION

I, _____, declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of Minor. I further declare that I shall indemnify, defend, and hold harmless the City of San Juan Capistrano from and against any and all Claims resulting from, incident to, or arising out of Minor's participation in the "Program/Event/Class/Activity", any and all risks assumed by Minor and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

By: _____
Signature of Parent/Legal Guardian if Participant is Under 18

Name: _____
Printed Name of Parent/Legal Guardian