

**CITY OF MILPITAS  
RELEASE AND WAIVER OF LIABILITY**

**TO BE READ, UNDERSTOOD AND SIGNED BY PARTICIPANT**

I, the undersigned, declare that I am not an employee of the City of Milpitas. I do hereby agree to voluntarily participate in \_\_\_\_\_ (activity/program), which will take place on a property or facility that is owned, controlled, and/or maintained by the City of Milpitas. I certify that I am at least 18 years of age, in good physical condition and have not been advised otherwise by a qualified medical practitioner.

I understand that participation in the above listed activity involves an element of risk and danger of accidents. I understand that the hazards of participation in the above activity include, but are not limited to, injury or death from natural or manmade conditions on property, as well as the operations that are conducted thereon by the City of Milpitas, its officers, agents, employees or other volunteers. **I am voluntarily participating in this activity with the knowledge of the danger involved and I agree to accept and assume all risks of injury, death or personal property damage.**

\_\_\_\_\_  
**Please Initial**

I understand that the City of Milpitas will not provide medical or health insurance coverage to me during any aspect of my participation in this activity. I hereby represent and warrant that I am and will be covered throughout the activity by a policy of accident and health insurance that provides coverage for injuries I may sustain in the course of my participation in the above mentioned activity. I understand that I may be required to show proof of insurance coverage prior to my participation in this activity.

In consideration of my being permitted to participate in the above listed activity, I, my heirs, executors, administrators, or assigns hereby agree to not make a claim against, or sue, the City of Milpitas, its officers, agents, employees or volunteers for and from any injury, death, or property damage I may suffer arising out of or in any way connected with my participation in this activity.

In addition, I, my heirs, executors, administrators, or assigns release and discharge the City of Milpitas, its officers, agents, employees and volunteers from all actions, claims or demands, costs, attorneys' fees, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, that I have or may later have for injury, death or property damage resulting from my participation in the above listed activity.

Section 1542 of the Civil Code of the State of California provides 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.”**

I hereby represent that I have read and understand Civil Code Section 1542 and that I hereby waive all present and future rights and benefits under Section 1542 to the extent it would permit claims arising from my participation in the above activity, including without limitation, any based on facts found to be different from the facts believed to be true at the time this Release and Waiver of Liability was executed.

\_\_\_\_\_

**Please Initial**

I further agree to defend, indemnify and hold harmless the City of Milpitas and its officers, agents and employees from all actions, claims, or demands that my heirs, spouse, guardians, legal representatives or assigns now have or may later have for any injury, death or property damage resulting from my participation in this activity. This Waiver and Release of Liability is intended to be binding upon any heirs, guardians, legal representatives and assigns.

To the extent that I, individually, or my heirs, guardians, legal representatives or assigns bring a claim of any kind whatsoever against the City of Milpitas, I agree that this Release and Waiver of Liability is to be construed under the laws of the State of California, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. Any claims or causes of action arising out of or related to this activity, of which I am voluntarily participating, shall be tried exclusively in the courts of the State of California, Santa Clara County, or (if such claims are permitted by law) in the U.S. District Courts for the State of California, San Jose.

Lastly, I also grant full permission to the City of Milpitas to use my name and/or photograph, videograph, motion picture or recording for any publicity or promotion purposes without obligation or liability.

**I, \_\_\_\_\_ (*Participant's Name – Please Print*), HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, AND I SIGN IT VOLUNTARILY.**

\_\_\_\_\_  
PARTICIPANT'S PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARTICIPANT'S SIGNATURE