City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035

CITY OF MILPITAS
RELEASE AND WAIVER OF LIABILITY

TO BE READ, UNDERSTOOD AND SIGNED BY PARTICIPANT

I am the legal parent or guardian of minor _____. I, the undersigned, declare that I do hereby voluntarily grant permission for the minor to 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 the minor is under 18 years of age, in good physical condition and have not been advised otherwise by a qualified medical practitioner.

I, and the minor, understand that participation in the above listed activity involves an element of risk and danger of accidents. I, and the minor, 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 granting permission for the minor to participate in this activity with the knowledge of the danger involved and I, and the minor, agree to accept and assume all risks of injury, death or personal property damage**.

_____
Please Initial

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

In consideration of the minor being permitted to participate in the above listed activity, I, the minor, our 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 the minor may suffer arising out of or in any way connected with participation in this activity.

In addition, I, the minor, our 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 the we have or may later have for injury, death or property damage resulting from the minor 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 and the minor hereby waive all present and future rights and benefits under Section 1542 to the extent it would permit claims arising

from the minor 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, and the minor, 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 the minor 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 or the minor, individually, or our heirs, guardians, legal representatives or assigns bring a claim of any kind whatsoever against the City of Milpitas, I and the minor 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, not withstanding, continue in full legal force an d effect. Any claims or causes of action arising out of or related to this activity, of which the minor 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 the minor 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.**

_____
DATE

Parent/Guardian: _____ Minor: _____
(Signature) (Signature)

Parent/Guardian: _____ Minor: _____