CITY OF MONTEREY RECREATIONAL PROGRAMS RELEASE OF LIABILITY, WAIVER AND INDEMNIFICATION AGREEMENT:

In consideration of myself and/or my household members (collectively, “Household Members”) being allowed to participate in City of Monterey sponsored recreational program(s) (hereinafter “Program(s)”), I acknowledge that all Household Members are voluntarily participating in the Program(s) and that I am responsible for and will ensure that all Household Members enroll in activities at the appropriate level for their abilities. Participation in the Program(s) constitutes an acknowledgement that all Household Members have enrolled in activities at the appropriate level for their abilities. I expressly acknowledge that risks, known and unknown, including serious injury or death are inherent in recreational programs, and agree to assume all such risks. I agree that if at any time I determine that any Household Member’s participation in an activity is unsafe I will immediately notify Monterey Recreation and immediately have the Household Member leave the activity.

I hereby release, waive, discharge and agree to not bring any claim, lawsuit, or other proceeding against the City, its officers, officials, employees, representatives and volunteers (herein collectively referred to as “City”) for any injury, death, or damage to or loss of personal property arising out of, or in connection with, a Household Member’s participation in any City sponsored recreational Program(s).

To the fullest extent allowed by law, I agree to defend (at my sole cost), indemnify and hold the City, its officers, directors, employees, representatives and volunteers (hereinafter collectively referred to as “City”) harmless from and against any and all actions, claims, demands, judgments, attorney’s fees, costs, losses, penalties, obligations, expenses or liabilities of any kind (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) that may be asserted or claimed by any person or entity (including but not limited to the City or any employee or agent) as in any way arising or alleged to have arisen directly or indirectly out of or in connection with my Household Member’s participation in the Program(s) or my Household Member’s activities while participating in a Program(s), whether or not there is concurrent active or passive negligence on the part of City, and/or acts for which the City would be held strictly liable, but excluding the sole active negligence and willful misconduct of City.

This Waiver and Indemnity Agreement shall survive the duration of the Program(s).

I expressly agree that this Release, Waiver 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.

I authorize the City of Monterey employees and agents to seek emergency medical care, as they deem necessary, for any Household Member participating in any City sponsored recreational program and agree to be responsible for all costs incurred. I acknowledge that the City may take publicity photographs and/or recordings of any City sponsored activity or event and hereby authorize the use of any Household Member’s image for this purpose.

The undersigned agrees that signatures on registration forms that are transmitted to the City by facsimile or electronic mail shall have the same force and effect as original signatures.

I have read, understood and agree to the above Release of Liability, Waiver and Indemnification Agreement.

All classes require the signature of each registering adult or the parent or guardian of any minor(s).”

REGISTRATION

Monterey Recreation
546 Dutra Street, Monterey, CA 93940
Phone: (831) 646-3866 Fax: (831) 646-3880
www.monterey.org/rec

MC/Visa/Discover No. Expiration: Print Name: Signature:

Total Amount: $_________