

READ CAREFULLY – SIGNING THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being granted a Monterey Sports Center membership, or being permitted to enter, access, or use the Monterey Sports Center facility or services, I, the undersigned Participant and/or Parent or Guardian if Participant is a minor, agree on behalf of myself, on behalf of any minors in my legal custody, and on behalf of my heirs, executors, assigns, and successors, to the following:

1. Assumption of Full Responsibility for Risk of Bodily Injury, Death, or

Property Damage. I acknowledge and understand that I am voluntarily using the Monterey Sports Center facilities or services at my own risk. This includes, without limitation, all risk of injury, death, illness, damage, or loss or theft of property that might result from my entering, accessing, or using the Monterey Sports Center facilities for any purpose.

2. Release, Waiver, and Covenant Not to Sue. I understand that by signing

this Agreement that the City of Monterey, its employees, officers, agents, contractors, and volunteers (hereinafter referred to as "City"), shall not be liable, and I expressly waive any claim of liability, for any injury, death, illness, damage, or loss or theft of property, whether caused by any negligent act or omission of the City, while I am entering, accessing, or using the Monterey Sports Center premises for any purpose. This waiver is intended to be a complete release, to the fullest extent permitted by law, of the City from any responsibility for any claims for injuries or damages whatsoever, to person or property, sustained by me or my minor children, while on the Monterey Sports Center premises. This includes, without limitation, injuries (including death) which may occur as a result of: (1) using exercise equipment or facilities which may malfunction or break; (2) hidden, latent, or obvious defects in equipment used; (3) using the Kid Zone, pools, saunas, locker rooms, or gymnasium; (4) participating in any activity, sport, class, program, personal training, or instruction; (5) slipping and falling while on the Monterey Sports Center premises; (6) the City's improper assembly or maintenance of any exercise equipment, showers, benches, or facilities; or (7) the City's negligent instruction or supervision.

3. Indemnify and Hold Harmless. I agree to indemnify and hold the City harmless from any claims made

against the City by anyone else directly or indirectly pertaining to, arising from, related to, or caused by my entering, accessing, or using the Monterey Sports Center facilities for any purpose.

4. Broad Application of Waiver and Severability. I expressly agree that this Agreement is intended to be

as broad and inclusive as permitted by California law and that if any portion is held to be invalid or beyond what is legally permissible, the balance shall continue to be in full legal force and effect.

5. Term. I agree that this Agreement is broad in scope as to time, and it remains in full force and effect for

an indefinite duration until this Agreement is superseded by a subsequent agreement.

6. Photographs. Participant acknowledges that the City may take publicity photographs and/or recordings

of any program, activity, or event, and Participant hereby authorizes the use of Participant's image for this purpose.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ this Agreement, and fully understand that it is a release of liability. I understand that I am waving any right I may have to bring a legal action against the City, including but not limited to any claims for negligence of the City, based on my entering, accessing, or using the Monterey Sports Center facilities or services for any purpose. I further acknowledge that no oral representations, statements or inducements have been made, and that I am voluntarily signing this Agreement.

IF THE PARTICIPANT IS A MINOR, OR IF THE PARTICIPANT'S MINOR CHILDREN WILL BE USING THE KID ZONE BABYSITTING SERVICE, I hereby warrant that I am the parent or legal guardian of the minor(s) listed below, and I hereby execute this Agreement on their behalf.

Participant or Parent/Guardian Name (print) _____ Signature _____ Date _____

Participant or Parent/Guardian Name (print) _____ Signature _____ Date _____

Participant or Parent/Guardian Name (print) _____ Signature _____ Date _____

Participant or Parent/Guardian Name (print) _____ Signature _____ Date _____

Participant or Parent/Guardian Name (print) _____ Signature _____ Date _____

Names of all minor children are listed here: