

CITY OF MONTEREY RECREATIONAL PROGRAMS

RELEASE OF LIABILITY, WAIVER AND INDEMNIFICATION AGREEMENT

In consideration of myself and/or my dependents for whom I have legal responsibility and the authority to waive rights (collectively, "Household Members") being allowed to participate in City of Monterey administered 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 Household Member's participation in an activity is unsafe I will immediately notify Monterey Recreation and immediately have the Household Member cease the activity. I also acknowledge that while the City of Monterey administers the Program, the Program may be conducted by an independent contractor for whom or which the City of Monterey is not legally responsible, and that the City does not exercise control over the content of such Program.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, but may also spread through aerosol transmission and surface contact transmission. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The City of Monterey has adopted protocols and implemented measures in an attempt to reduce the spread of COVID-19. However, such protocols and measures may not be sufficient to prevent anyone working for, or attending, the programs located on City property from becoming infected with COVID-19. Further, attending any program or activity on City property may increase the risk of contracting COVID-19.

By signing this agreement, I acknowledge the extremely contagious nature of COVID-19 and voluntarily assume the all risk of exposure that my children and I may be exposed to, in relation to participating in programs held on City property, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, program participants and their families.

I voluntarily agree to assume, to the full extent permitted by law though no further, all of the foregoing risks and accept sole risk and responsibility for any injury to myself or my children related to participation of programming on City property including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I or my children may experience in relation to programming located on City property. I hereby release, covenant not to sue, discharge, and hold harmless the City, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims actions, damages, costs or expense of any kind rising out or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program held on City property.

To the fullest extent permitted by law (and no more), 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 (and no more), I agree to defend (at my sole cost), indemnify and hold the City, its officers, directors, employees, and representatives (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.

