



CITY OF OAKLAND
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Date of Activity/ Event: \_\_\_\_\_

Event or Activity Name

[ ] MLK Day [ ] Earth Day [ ] Creek to Bay Day [ ] Other \_\_\_\_\_

Activity Location Name or Address: \_\_\_\_\_

What Organization/Business are you with? \_\_\_\_\_

IN CONSIDERATION of being permitted to participate in the above referenced activity/event or to utilize the facilities, services and programs of the CITY OF OAKLAND, for any purpose, including, but not limited to, observation or use of facilities or equipment, or participation in any on-site or off-site program affiliated with the CITY OF OAKLAND, the undersigned participant and any parent or guardian of a minor participant, for himself/herself/themselves and such personal representatives, assigns, heirs, spouse or partner, and next of kin (hereinafter referred to as "PARTICIPANT"), hereby acknowledges, agrees and represents that he, she or they accepts any and all risks associated with the use of any CITY OF OAKLAND facility or equipment, or participation in any program affiliated with the CITY OF OAKLAND, including but not limited to travel risks and/or risks inherent in the intended activity.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE OR ENTER THE PREMISES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH THE CITY OF OAKLAND, PARTICIPANT HEREBY AGREES TO THE FOLLOWING:

- 1. PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the CITY OF OAKLAND, its Councilmembers, directors, officers, agents, and employees (hereinafter referred to as "RELEASEES") from all liability to PARTICIPANT for any loss or damage, including all claims or liabilities arising from bodily injury, death, or damage to property of PARTICIPANT, whether caused by the negligence of the RELEASEES or otherwise while PARTICIPANT is/are in, upon, or about the premises or any facility of the CITY OF OAKLAND, or while using any equipment therein or participating in any program affiliated with the CITY OF OAKLAND.
2. PARTICIPANT HEREBY ELECTS TO VOLUNTARILY PARTICIPATE in said activity with full knowledge that said activity may be hazardous to PARTICIPANT and his/her/their person or property. PARTICIPANT voluntarily assumes full responsibility for all risks of loss, property or personal/bodily injury, including death, that may be sustained due to being engaged in such activity, whether caused by the negligence of RELEASEES or otherwise.
3. PARTICIPANT HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS the RELEASEES, and each of them, from any loss, liability, damages or costs they may incur due to the presence of PARTICIPANT in, upon or about the CITY OF OAKLAND premises or in any way observing or using any facilities or equipment of the CITY OF OAKLAND or participating in any program affiliated with the CITY OF OAKLAND whether caused by the negligence of the RELEASEES or otherwise.
4. PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, BODILY INJURY, DEATH OR PROPERTY DAMAGE to PARTICIPANT due to negligence of RELEASEES or otherwise while in, about or upon the premises of the CITY OF OAKLAND and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with CITY OF OAKLAND.
5. PARTICIPANT HEREBY WARRANTS, ACKNOWLEDGES AND AGREES that this Release and Waiver of Liability and Indemnity Agreement shall bind PARTICIPANT, including all parents and guardians of any minor participant, and, if PARTICIPANT is deceased, shall bind PARTICIPANT's heirs, assigns and personal representatives and shall be deemed a release, waiver, discharge and covenant not to sue the above named RELEASEES.
6. PARTICIPANT further expressly agrees that the foregoing Release and Waiver of Liability 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.
PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE AND I UNDERSTAND ITS CONTENTS

First and Last Name: \_\_\_\_\_

Age: \_\_\_\_\_ Email: \_\_\_\_\_ Home Zipcode: \_\_\_\_\_

How did you hear of the event?

[ ] Poster/Flyer [ ] Website [ ] Word of Mouth [ ] Email [ ] Newspaper [ ] Social Media

[ ] Other: \_\_\_\_\_

I HAVE READ THIS RELEASE AND I UNDERSTAND ITS CONTENTS

Signature: \_\_\_\_\_



**Photo Release**

I hereby grant permission to the City of Oakland to use photographs and video of me taken during this activity on its website and in other publications at the City’s sole discretion and without further consideration, This Waiver and Release was executed on the above data at Oakland, California and is valid for a 12 month period from the date agreement.

Please tell site supervisor if you do not wish for your photo to be used.

**Yes**       **No**

**PARENT/GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD)**

The undersigned parent or guardian does hereby represent that he/she/they is/are, in fact, acting in such capacity and agrees to save and hold harmless and indemnify RELEASEES referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon RELEASEES because of any defect in or lack of such capacity to so act, and releases and indemnifies RELEASEES as described herein on behalf of the minor.

Parents/Guardian First and Last Name \_\_\_\_\_

*Signature of Parent or Guardian:*

\_\_\_\_\_