

CITY OF RANCHO CORDOVA
2729 Prospect Park Drive, Rancho Cordova, CA. 95670
(916) 851-8700

Lincoln Village Community Trunk or Treat Event
WAIVER OF LIABILITY RELEASE OF CLAIMS,
INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT

The undersigned is participating in a voluntary community event sponsored by the City of Rancho Cordova, California. Participation in the **Lincoln Village Community Trunk or Treat Event** (“The Event”) is strictly voluntary and bound by the terms of this Agreement. This event includes activities such as decorating, movie activity, and trunk or treating (including dinner and candy), which will take place at A. M. Winn Elementary School on October 25, 2019.

1. I hereby agree to release, hold harmless, waive and discharge the City, its officers, officials, employees, agents, volunteers and consultants from any and all liability, claims or causes of actions, loss, expenses and costs (including attorneys’ fees) arising out of or in any way connected with the Event described in this release, or upon their acts or omissions, whether negligent or not. I understand and have been advised that I may have rights under Section 1542 of the California Civil Code, which reads as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” I expressly waive any rights conferred on me and/or my child under California Civil Code Section 1542, as well as any similar law of any state or territory of the United States.
2. I hereby release the City, its officials, officers, employees, agents, volunteers and contractors and waive all actions, claims and demands that I and/or my heirs, executors, representatives, insurers, attorneys, administrators or assigns may have or may hereafter have for any personal injury (including death) or property damage that I may directly or indirectly incur while participating in the Event including damage incurred as a result of the negligence (passive or active) of City, its officials, officers, employees, agents, volunteers and contractors. I agree not to sue any of the released parties on the basis of these waived and released claims. I understand that the City would not permit me to participate in the Event without agreeing to these waivers and releases.
3. I further agree to indemnify, hold harmless and defend, with counsel selected by the City, the City, its officers, employees, agents, volunteers and consultants from any and all claims, demands, actions, judgment, costs, attorneys’ fees and damages of any kind for liability arising out of or in any manner related to the performance of my voluntary services or participation in the Event.
4. I agree to waive and release any claim against the City, its officers, officials, agents, or volunteers arising out of any first aid, treatment, or medical service received by me, including the lack or timing of such, in connection with my participation in the Event.
5. I further agree that I will not be insured under the City’s Workers Compensation policy.
6. I understand that participation in the Event has inherent risks that arise from my actions and inactions, and from the actions and inactions of City officials, employees, officers, agents, or other volunteers. These risks may include, but are not limited to physical injury due to strenuous exercise. I assume full responsibility for any and all risks of bodily injury, death or property

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damage caused by or arising directly or indirectly from my presence or participation in the Event, regardless of the cause.

7. While attending the Event, I hereby authorize the taking of my picture, by photograph, movie, or videotape or otherwise (“pictures”) for use by the City of Rancho Cordova. I hereby irrevocably consent to and authorize the use and reproduction of such pictures by the City of Rancho Cordova without compensation. I hereby waive any right to inspect or approve such pictures prior to use by the City of Rancho Cordova.

By signing below I agree that I have carefully read this Waiver, Release, Indemnity and Assumption of Risk Agreement and fully understand its contents. I am aware that this is a release of liability and I sign it freely and voluntarily without inducement. I agree that no oral representation, statements or inducement apart from this written agreement have been made.

Participant Name: _____

Participant Signature: _____ **Date:** _____

IF PARTICIPANT IS UNDER 18, PARENT OR GUARDIAN MUST SIGN BELOW

Please note: CHILDREN MUST BE ACCOMPANIED BY AN ADULT

I _____, do hereby consent to allow my child, _____ to participate in the Event, subject to all of the terms and conditions above. I further expressly agree, on behalf of my child and myself, to all of the terms and conditions above, including but not limited to paragraphs 1, 2, 3, and 4.

Signature of Parent/Guardian: _____ **Date:** _____

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“The Sacramento City Unified School District is not a sponsor, endorser, or otherwise associated with the above.”