

AGREEMENT OF INDEMNITY RELEASE OF LIABILITY AND ASSUMPTION OF RISK

As a condition of and in consideration of being permitted to enroll your child(ren) in this City of Albany sponsored program, you are requested to read this form carefully and indicate your agreement by dating and signing the form below.

ACKNOWLEDGEMENT OR RISK OF ACTIVITIES

I ACKNOWLEDGE AND REALIZE AND AM AWARE THAT MY CHILD(REN) WILL BE PARTICIPATING IN A VARIETY OF ACTIVITIES. I UNDERSTAND THAT THERE ARE ELEMENTS OF RISK IN ANY ACTIVITY ASSOCIATED WITH PARTICIPATION. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO, FALLING, TRIPPING, BEING HIT BY ANOTHER CHILD, BEING INJURED IN A VEHICLE WHICH IS PROVIDING TRANSPORTATION, CONTACT WITH ANOTHER CHILD, INJURY ON A PLAY STRUCTURE, POSSIBLY HIT BY AN OBJECT THROWN BY ANOTHER PERSON, AND/OR OTHERWISE.

I ALSO ACKNOWLEDGE AND UNDERSTAND THAT ALTHOUGH COUNSELORS AND/OR AFTERCARE PROVIDERS MAY BE PRESENT, THOSE PERSONS ARE NOT ALWAYS ABLE TO PREVENT THE POSSIBLE INJURIES FROM THE RISKS THAT HAVE BEEN DESCRIBED ABOVE.

Therefore, I agree as follows:

1. RELEASE

As a condition of and in consideration for being permitted by the City of Albany to participate in this activity, and/or use their facilities, and/or sign up for, I, for myself and/or any minor children for which I am a parent, legal guardian or otherwise responsible, any heirs, personal representatives, or assigns do hereby release, discharge and covenant not to sue the City of Albany, its employees, principles, directors, officers, agents, volunteers, or anyone affiliated with the City of Albany and each and every landowner, municipal and/or governmental agency upon whose property and activity is conducted, from all liability and waive any claim for damages arising for any cause whatsoever, except that which is the result of gross negligence.

2. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

In recognition of the inherent risk of the activity which I and any minor children for which I am responsible, will engage in, I confirm that my child is physically and mentally capable of participation in this activity and using the equipment. My child is participating willingly and voluntarily. I assume full responsibility for personal injury, accidents and/or illness, including, but not limited to, sprains, torn muscles, wounds, scrapes, abrasions and/or contusions, head, neck and/or spinal injuries, bites or attacks by animals or insects, allergic reasons, shock, paralysis, coma or death, and any related expenses that are related to my child. I assume all responsibility for damage to or loss of my/our personal property as a result of any accident that may occur.

3. HOLD HARMLESS/ASSUMPTION OF RISK

I agree that I/we will indemnify and hold harmless the City of Albany, any affiliated organizations, its representatives, its employees, principles, directors, officers, agents, volunteers, or anyone affiliated with the City of Albany and each and every landowner, municipal and/or governmental agency upon whose property an activity is conducted, from any loss, all liability and waive any claim for damages or costs arising for any cause whatsoever related to my child’s participation except that which is the result of gross negligence. I further expressly agree that this assumption of risk, release and indemnity agreement is intended to as broad and inclusive as is permitted by the laws of the State of California and if any portion thereof is held invalid, it is agreed that the balance shall not withstand and continue in full force and effect. I also agree to take any, all and full responsibility for any interactions that occur relating to an employee of the City who is in any fashion associating with or having contact with my child outside of the specific hours of the program.

4. PHOTO/VIDEO RELEASE

I acknowledge that the City of Albany takes photographs and videotapes of its activities and events for publicity purposes and authorize the use of my image or my child’s image by the City for such purposes. I understand that I will not be compensated for use of photos or videos.

I HAVE READ THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILTY, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I WILL BE AND WILL CONSIDER TO HAVE BEEN WAIVING VALUABLE LEGAL RIGHTS. I DO SO VOLUNTARILY. I DO SO WITH FULL UNDERSTANDING THAT THE CITY OF ALBANY IS NOT TO BE HELD RESPONSIBLE, WHATSOEVER OR AT ALL, FOR INJURIES THAT MAY OCCUR TO ME AND/OR ANY CHILD OF MINE THAT MAY PARTICIPATE IN THIS ACTIVITY, AS THEY ARE DESCRIBED IN THIS DOCUMENT, EXCEPT THAT WHICH IS CONCLUSIVELY DETERMINED TO BE THE RESULT OF GROSS NEGLIGENCE.

BY SIGNING THIS AGREEMENT I AGREE THAT I AM AUTHOURIZED TO SIGN THIS AGREEMENT BY ANY OTHER PARENT OR GUARDIAN OF THE CHILD WHO I AM SIGNING UP FOR THIS PROGRAM AND THAT THIS AGREEMENT AND ALL ITS PROVISIONS APPLY TO AND ARE MADE ON BEHALF OF THE CHILD WHO IS PARTICIPATING IN THIS PROGRAM AND ON BEHALF OF ALL OTHER GUARDIANS AND THE CHILD’S OTHER PARENT.

DATE

PRINTED NAME

SIGNATURE