

**LIABILITY RELEASE, MEDICAL RELEASE,  
AND INDEMNIFICATION AGREEMENT**

In consideration for being permitted by the City of Watsonville ("City") to participate in the above-described program and/or activity ("Recreation Program"), I hereby waive, release and discharge any and all claims and damages for personal injury, death, or property damage which I may sustain or which may occur as a result of my participation in said Recreation Program.

I understand and agree that:

1. This release is intended to discharge in advance the City and its officers, employees, contractors, agents, and volunteers ("City personnel") from and against all liability arising out of or connected in any way with my participation in said Recreation Program;
2. Participation in said Recreation Program may be of a hazardous, strenuous, and/or physical nature and may involve interaction with other participants;
3. Participation in said Recreation Program may involve risk of serious injury, disability, or death, or property damage and loss, which may result not only from each participant's actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, including the actions, inactions, or negligence or other legal fault of the City and/or City personnel, or from the conditions of the facilities, equipment, or areas where said Recreation Program is being conducted, or from the unavailability of emergency medical care;
4. Knowing the risks involved, I nevertheless voluntarily requests permission to participate in said Recreation Program;
5. I hereby assume any and all risks of injury, death or property damage arising out of or connected in any way with my participation in said Recreation Program;
6. I hereby release, discharge and absolve the City and all City personnel in advance from and against any and all liability injury, or damage arising out of or in connection with my participation in said Recreation Program, or the failure on the part of the City and/or City personal to comply with any obligation related to said Recreation Program, even though that liability, injury, or damage may arise out of the negligence or other legal fault of the City and/or City personnel;
7. I will indemnify and hold the City and all City personnel harmless from any loss, liability, damage, cost or expense, including litigation, arising out of or connected in any way with my participation in said Recreation Program;
8. In the event Registrant is a minor, Registrant is expressly permitted to travel by private automobile and/or City vehicle to and from all events and activities as needed if related to said Recreation Program, and all City personnel are hereby released, discharged and absolved from and against any all liability, injury, or damage arising out of or connected with said transportation;
9. I am in good health and have no physical condition which would prevent safe participation in said Recreation Program; I acknowledge that I have the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of equipment and facilities and to participate in said Recreation Program; I agree to direct any such questions I may have as to as to what skills, qualifications, or training is necessary to properly use the equipment, facility, or to participate in said Recreation Program to the on site program or activity supervisor, and agree to immediately report to the on site program or activity supervisor any unsafe condition observed by me and/or injury incurred by me;
10. In the event Registrant is a minor and requires medical or surgical treatment while under the supervision of City personnel in connection with such Recreation Program, such City personnel may authorize treatment;
11. I understand that the City provides no medical insurance for treatment of illness or injury and that any cost of treatment will be at my expense. I understand that the location of said Recreation Program or the nature of the injury or illness may require the use of emergency medical services. I hereby release, discharge and absolve the City and all City personnel from and against any and all liability, injury, or damage arising out of or connected with the use of such medical services;
12. I acknowledge that said Recreation Program is not child care as defined by the State of California;
13. I understand that City personnel may photograph or videotape me and that the City may use such photographs or videotapes to promote City programs and activities. I expressly allow, and hereby waive any objection to, the City's photographing or videotaping of myself when I am participating in said Recreation Program. I understand all photos and videotapes will remain the sole and exclusive property pf the City of Watsonville;
14. I understand and agree that this release and indemnification agreement is intended to be as broad and inclusive as permitted under California law, and that if any portion of this agreement is invalid, the balance shall continue in full force and effect;
15. This release and indemnification agreement shall be effective and binding upon myself and my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees, and assigns.

I HAVE CAREFULLY READ THIS RELEASE AND INDEMNIFICATION AGREEMENT AND FULLY INDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF WATSONVILLE. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS RELEASE AND INDEMNIFICATION AGREEMENT OF MY OWN FREE WILL.

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_

Circle One: Registrant (18 & under)    Parent    Guardian

I HAVE READ THIS DOCUMENT SIGNED BY MY PARENT/ GUARDIAN AND JOIN THE WAIVER RELEASE AND ASSUMPTION OF RISK AGREEMENT. I AM AWARE OF THE RISKS INCOLVED IN MY PARTICIPATION IN THE SAID RECREATION PROGRAM.

PAL MEMBER PRINT NAME: \_\_\_\_\_

PAL MEMBER SIGNATURE: \_\_\_\_\_