

**CITY OF OAKLAND  
RELEASE AND WAIVER OF LIABILITY  
AND INDEMNITY AGREEMENT**

NAME OF ACTIVITY/EVENT \_\_\_\_\_

DATE(S) OF ACTIVITY/EVENT \_\_\_\_\_

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, for himself/herself and such personal representatives, assigns, heirs, and next of kin (hereinafter referred to as "UNDERSIGNED"), hereby acknowledges, agrees and represents that he or she has had an opportunity to inspect and carefully consider such premises and facilities and/or the affiliated program. It is further warranted that such entry into the premises for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program are accepted by the UNDERSIGNED as being safe and reasonably suited for the purpose of such observation, use or participation by the UNDERSIGNED and/or their assigns. It is further warranted that the UNDERSIGNED is fully aware of the unusual risks involved and hazards connected with the activity, 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**, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the **CITY OF OAKLAND, its Councilmembers, directors, officers, agents, and employees** (hereinafter referred to as "RELEASEES") from all liability to the UNDERSIGNED for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the UNDERSIGNED, whether caused by the negligence of the RELEASEES or otherwise while the UNDERSIGNED is/are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the **CITY OF OAKLAND**.
2. THE UNDERSIGNED HEREBY ELECTS TO VOLUNTARILY PARTICIPATE in said activity with full knowledge that said activity may be hazardous to UNDERSIGNED and their person/property. The UNDERSIGNED voluntarily assumes full responsibility for any and all risks of loss, property or personal/bodily injury, including death, that may be sustained as a result of being engaged in such activity, whether caused by the negligence of RELEASEES or otherwise. The UNDERSIGNED hereby grants permission to the City of Oakland to use photographs of her or himself taken during this activity on its website and in other publications, at the City's sole discretion and without further consideration.
3. THE UNDERSIGNED 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 the UNDERSIGNED or such children 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. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the UNDERSIGNED 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. THE UNDERSIGNED HEREBY WARRANTS that this **Release and Waiver of Liability and Indemnity Agreement** shall bind the members of the UNDERSIGNED family and spouse, if UNDERSIGNED is alive, and their heirs, assigns and personal representatives if deceased and shall be deemed a release, waiver, discharge and covenant not to sue the above named RELEASEES.
  
6. THE UNDERSIGNED 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.

THE UNDERSIGNED 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 CONTENT

<b>Print Participant's Name</b>	<b>Age (if under 18)</b>	<b>Signature of participant</b>	<b>Date</b>	<b>Signature of Parent or Guardian if participant is under 18</b>
<i>(if under 18 years old, Parent or guardian must also sign for them)</i>				

**How may the City of Oakland contact you?**     Email newsletter     Mail newsletter     Add me to your listserv

Email\*: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\* preferred