

READ CAREFULLY – SIGNING THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in City of Monterey Recreation or Sports Center programs, events, or activities, or to use City facilities or equipment, I, the undersigned, agree on behalf of myself, on behalf of any minors in my legal custody, and on behalf of my heirs, executors, assigns, and successors, (collectively “Participant”) to the following:

1. Assumption of Full Responsibility for Risk of Bodily Injury, Death, or Property Damage.

Participant acknowledges and understands that Participant is voluntarily participating in Recreation or Sports Center programs, events, or activities, or use of City facilities or equipment, at Participant’s own risk. This includes, without limitation, all risk of injury, death, illness, damage, or loss or theft of property that might result directly or indirectly out of Participant’s participation in the recreation programs, events, or activities, or use of City facilities or equipment. City facilities, as that term is used in this Release and Waiver of Liability and Indemnity Agreement, includes property owned, licensed, leased, operated, or controlled by the City.

2. Release, Waiver, and Covenant Not to Sue. Participant understands that by signing this Agreement that the City of Monterey, its employees, officers, agents, and volunteers (hereinafter referred to as “City”), shall not be liable, and Participant expressly waives any claim of liability, for any injury, death, illness, damage, or loss or theft of property, whether caused by any negligent act or omission of the City, in connection with the Recreation or Sports Center programs, events, or activities, or use of City facilities or equipment. This waiver is intended to be a complete release, to the fullest extent permitted by law, of the City from any responsibility for any claims for injuries or damages whatsoever, to person or property, sustained by Participant pertaining to, related to, or arising directly or indirectly out of Participant’s participation in Recreation or Sports Center programs, events, or activities, or use of City facilities or equipment, including but not limited to use of the Kids Zone. This includes, without limitation, injuries (including death) which may occur: (1) as a result of negligence or carelessness on the part of the City, (2) out of a dangerous or defective condition of property or equipment, or (3) the City’s negligent instruction or supervision. For activities at Toro Park, this release and waiver also applies to the County of Monterey, its officers, employees and agents, to the same extent it applies to the City for activities at City-owned properties.

3. Indemnify and Hold Harmless. Participant agrees to indemnify and hold the City harmless from any claims made against the City by anyone else directly or indirectly pertaining to, arising from, related to, or caused by Participant’s participation in Recreation or Sports Center programs, events, or activities, or use of City facilities or equipment.

4. Broad Application of Waiver and Severability. Participant expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by California law and that if any portion is held to be invalid or beyond what is legally permissible, the balance shall continue to be in full legal force and effect.

5. Term. Participant agrees that this Agreement is broad in scope as to time, and it remains in full force and effect until this Agreement is superseded by a subsequent agreement.

6. Medical Care. Participant authorizes the City to seek emergency medical care, as the City deems necessary, for any Participant, and agrees to be responsible for all costs incurred.

7. Photographs. Participant acknowledges that the City may take publicity photographs and/or recordings of any program, activity, or event, and Participant hereby authorizes the use of Participant’s image for this purpose.

I UNDERSTAND THAT BY SIGNING OR CLICKING “AGREE” BELOW THAT I HAVE CAREFULLY READ this Agreement, and fully understand that it is a release of liability that waives any right Participant may have to bring a legal action against the City for any claim against the City, including but not limited to negligence of the City, based on Participant’s participation in the Recreation or Monterey Sports Center programs, events, or activities, or use of City facilities or equipment. I further acknowledge that no oral representations, statements or inducements have been made, and that Participant is voluntarily signing this Agreement. I agree that signatures on registration forms that are transmitted to the City by facsimile or electronic mail shall have the same force and effect as original signatures. **IF THE PARTICIPANT IS A MINOR OR IF A MINOR WILL BE USING THE KIDS ZONE BABYSITTING SERVICE, I warrant that I am the parent or legal guardian of the minor, and I execute this Agreement on their behalf.**