

**ASSUMPTION OF RISK &
WAIVER, RELEASE, HOLD HARMLESS/INDEMNITY,
AND AGREEMENT NOT TO SUE**

NAME OF EVENT: Adopt-A-Park and Trail Program

DATE(S) OF EVENT: _____ to _____

Single Date Example: August 13, 2021 Multiple Date Span Example: July 17, 2021 to June 18, 2022

WARNING

The World Health Organization has declared coronavirus/COVID-19 a pandemic, and the Governor of California has declared that a State of Emergency exists in California related thereto.

Coronavirus/COVID-19 is extremely contagious. Federal, state, and local governments, and health agencies have issued various directives and guidelines regarding social distancing and gatherings.

While the City of Fullerton has instituted measures designed to mitigate the spread of coronavirus/COVID-19, the City of Fullerton cannot guarantee that participants in the event or class referenced herein will not be exposed to or become infected with COVID-19. Participating in the referenced event or class could increase the risk of contracting COVID-19.

ASSUMPTION OF RISK

I, _____ (hereinafter "Participant"), fully understand and acknowledge that my participation in the above referenced event or class (hereinafter "the event/class") exposes me to the risk of property damage or personal injury (including serious illness, temporary or permanent disability, death, or other bodily condition), including but not limited to that arising out of exposure to an infectious agent (defined as any bacteria, virus, toxin, parasite, organism, microorganism, or biological entity capable of causing a communicable disease or exacerbating or accelerating an existing bodily condition or illness) or exposure to or infection with a communicable disease. This expressly includes property damage or personal injury (including serious illness, temporary or permanent disability, death, or other bodily condition) arising out of exposure to or infection with coronavirus (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), and any mutations arising from or relating thereto. I understand that exposure to such risks may result from the condition of the premises or any equipment used, or the actions or omissions, including the negligence, of myself and of others, including but not limited to: (1) other participants, attendees, or their families; (2) members of the public; and (3) employees, volunteers, agents, representatives, officers, or other individuals acting on behalf of the City of Fullerton.

I specifically understand and acknowledge the contagious nature of communicable diseases, including but not limited to coronavirus (COVID-19), and the increased risk of infection with and transmission to others of such diseases in connection with my participation in the event/class.

I hereby acknowledge that I am voluntarily participating in the event/class, voluntarily and knowingly agree to assume all of the foregoing risks and all other risks arising out of or related to the event/class, and voluntarily and knowingly accept sole responsibility for any and all property damage and personal injury (including serious illness, temporary or permanent disability, death, or other bodily condition), any injury to myself (including, but not limited to, personal injury, illness, disability, death, or other bodily condition), damage, loss, claim, liability, or expense, of any kind, arising out of or in connection with my participation in the event/class.

WAIVER, RELEASE, HOLD HARMLESS/INDEMNITY, AND AGREEMENT NOT TO SUE

In consideration for being permitted to participate in the event/class:

I hereby agree, to the maximum extent permitted by law, for myself, my family, heirs, administrators, executors, personal representative(s), and/or assigns, to defend, hold harmless, indemnify, discharge, release, and covenant not to sue the City of Fullerton, its governing board, governing board members, administrators, officers, agents, employees, volunteers, representatives, and other individuals acting on its behalf, from and against any and all liabilities, claims, demands, actions, or causes of action of any sort, present or future, on account of property damage or personal injury (including serious illness, temporary or permanent disability, death, or other bodily condition) arising out of, resulting from, or connected in any way to my participation in the event/class, including but not limited to that arising out of exposure to an infectious agent (defined as any bacteria, virus, toxin, parasite, organism, microorganism, or biological entity capable of causing a communicable disease or exacerbating or accelerating an existing bodily condition or illness) or exposure to or infection with a communicable disease (including coronavirus (COVID-19)), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), and any mutations arising from or relating thereto). This specifically includes claims based on the active or passive negligence of the City of Fullerton, its governing board, governing board members, administrators, officers, agents, employees, volunteers, representatives, and all other individuals acting on its behalf. This applies whether an infection or illness occurs before, during or after participation in the event/class.

* * *

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT I AM RELEASING CLAIMS AND GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE, AND I AM DOING SO VOLUNTARILY. NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, ORAL OR WRITTEN, APART FROM THE FOREGOING WRITTEN STATEMENTS, HAVE BEEN MADE.

Printed Name of Participant

Date

Participant Signature (if over the age of 18) or Parent/Guardian Signature (if Participant is under the age of 18)

If Participant is under the age of 18, the Parent or Guardian must also sign the declaration below

DECLARATION

I, _____, declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of the Participant listed above. I am signing this document on behalf of Participant, with the intent and understanding that it be enforceable against Participant. I further expressly declare and agree, to the maximum extent permitted by law, for myself, my family, heirs, administrators, executors, personal representative(s), and/or assigns, to defend, hold harmless, indemnify, discharge, release, and covenant not to sue the City of Fullerton, its governing board, governing board members, administrators, officers, agents, employees, volunteers, representatives, and other individuals acting on its behalf, from and against any and all liabilities, claims, demands, actions, or causes of action of any sort, present or future, on account of property damage or personal injury (including serious illness, temporary or permanent disability, death, or other bodily condition) arising out of, resulting from, or connected in any way to

Participant's participation in the event/class, including but not limited to that arising out of exposure to an infectious agent (defined as any bacteria, virus, toxin, parasite, organism, microorganism, or biological entity capable of causing a communicable disease or exacerbating or accelerating an existing bodily condition or illness) or exposure to or infection with a communicable disease (including coronavirus (COVID-19)), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), and any mutations arising from or relating thereto). This specifically includes claims based on the active or passive negligence of the City of Fullerton, its governing board, governing board members, administrators, officers, agents, employees, volunteers, representatives, and all other individuals acting on its behalf. This applies whether an infection or illness occurs before, during or after participation in the event/class.

Printed Name of Parent/Guardian

Date

Signature of Parent/Guardian