Participant Waiver and Release of Liability Form

Event/Class: _____ Date: _____

Location: _____

RELEASE, INDEMNITY, ASSUMPTION OF RISK, AND CONSENT AGREEMENT

In exchange for participating in the Los Altos Hills County Fire District ("District") event(s) and/or class(es) listed above ("Activities"), I acknowledge and agree to the following terms and conditions.

1. **Consent:** I voluntarily applied and agree to participate and/or assist in the Activities, and I am legally competent to and capable of agreement to all of the terms and conditions contained herein and legally competent and capable of entering into and signing any forms or agreements requested of me on my own behalf and on behalf of those I represent without any requisite authority or approval first having been obtained from, through, or by any other person, trust, or entity. I hereby consent to receive, from any licensed hospital, physician, medical personnel, or District staff, any medical treatment deemed necessary if I become injured or require medical attention during participation in the Activities.

2. **Release, Waiver, Assumption of Risk:** I specifically acknowledge that I am engaging in the Activities as a voluntary participant, at my own request and risk, and not as a District employee, agent, or contractor, nor will I make any such claim that I am a District employee, agent, or contractor. I acknowledge, accept and understand that the risks, hazards and dangers associated with the Activities may be caused by unforeseen events or circumstances; known risks, hazards or other dangers; adverse weather or difficult or extreme terrain; or, by the action, inaction or negligence of other people or by me.

   I HAVE CAREFULLY READ THESE TERMS, CONDITIONS, RELEASE, WAIVER OF CLAIMS AND ASSUMPTION OF ALL RISKS (THE "TERMS") AND FULLY UNDERSTAND ITS CONTENTS WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I HEREBY CERTIFY AND AGREE THAT I ACCEPT AND ASSUME THESE RISKS (INCLUDING BUT NOT LIMITED TO THE RISK OF DEATH, DISABILITY, DISMEMBERMENT, PARALYSIS, INJURY AND PROPERTY DAMAGE) AND DO SO OF MY OWN FREE WILL AND WITHOUT INDUCEMENT, FORCE, OR THREAT.

   PLEASE INITIAL: { } PARTICIPANT { } PARENT/LEGAL GUARDIAN

3. **Covenant:** In consideration for being permitted to participate in the Activities, I hereby certify, declare, represent, warrant and acknowledge, on behalf of myself and my assignees, relatives, dependents, agents, heirs, guardians, guests, invitees, co-occupants, and legal representatives, that I desire to and do hereby COVENANT NOT TO SUE, AND FOREVER RELEASE, WAIVE AND DISCHARGE ALL CLAIMS AGAINST (collectively "Release"), the Los Altos Hills County Fire District and the District's affiliated organizations, officers, employees, agents and representatives (collectively, the "Released Parties") from and for any and all financial and other responsibility and liability for any and all personal injury (including death), losses, property damage, other injuries, damages, costs or expenses (the "Claims") I or others may or do incur or suffer as a result of my involvement in any District programs or activities, even when resulting from the negligence, actions, or inactions of the District, or any of the Released Parties.

4. **Waiver of Section 1542:** I fully understand, accept and acknowledge that I may have rights under California Civil Code §1542 which reads as follows:

   - A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

   I certify, declare, represent, acknowledge, and agree that I expressly waive any and all rights conferred under Civil Code section 1542, as well as any similar law of any local, state, or territory of the United States.

   PLEASE INITIAL: { } PARTICIPANT { } PARENT/LEGAL GUARDIAN

5. **Indemnity:** To the fullest extent allowed by law, I shall indemnify, defend, and hold harmless the District and each of the Released Parties from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, my participation in the Activities, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the District. I shall reimburse the District for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which I contest my obligation to indemnify, defend and/or hold harmless the District under this agreement and do not prevail in that contest.

6. **Binding Effect:** It is understood and agreed that the Terms are binding on me and my assignees, relatives, dependents, agents, heirs, guardians, guests, invitees, co-occupants, and legal representatives and are intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of these Terms are held invalid, I agree, accept and understand that the balance shall, notwithstanding, continue in full legal force and effect.

7. **Relationship:** Nothing I do as a voluntary participant shall be deemed or construed to render, nor does it render, the District and me as joint ventures, representatives, partners, agents, a joint enterprise, employer-employee, landlord-tenant, or lender-borrower. I will not under any circumstances represent or hold myself out as an employee, agent, or representative of the District.

8. **Policies and Regulations:** I agree to observe and obey all District policies, regulations, directives, rules; to conduct myself in a professional manner, consistent with the same standards as established for District employees; and to follow any oral instructions, warnings, or directions given by District staff.

9. **Worker's Compensation:** I understand and acknowledge that the District does not provide insurance coverage or worker's compensation for the Activities encompassed by this agreement. As a voluntary participant, I will not be eligible for workers compensation benefits, or any other benefits provided or offered to District employees. The District does not provide coverage through Disaster Service Worker Participant programs, but such coverage may be available through city and town programs.

   ☐ **I am a registered Disaster Service Worker Volunteer with the city or town of: _____.**

   ☐ **I am not a registered Disaster Service Worker Volunteer.**

10. **Photographic Release:** I grant to the District the perpetual, unlimited, royalty-free, non-revocable right to use any and all photographic, digital, and electronic images and video or audio recordings of me/my child that are made by the District or its representatives during my/my child's service with the District, including royalties, proceeds, or other benefits from use of the photographs or recordings.

11. **Termination:** The District may, at its sole discretion, terminate my participation in the Activities for any violation of this agreement.

12. **Jurisdiction; Venue:** I acknowledge and agree that these Terms shall be construed and enforced in accordance with the laws of the State of California and proper venue for legal action regarding these Terms or any of my participant activities or services shall be in the County of Santa Clara, State of California.

I hereby certify that I have read this document, that I fully understand its contents, and that all statements made herein are true and complete. I am aware that this is a release of liability and a contract, and I sign it of my own free will. This form applies to my participation in the Activities through the end of the calendar year of signature.

_____ _____

Participant – Print Name | Participant Signature | Date

_____ _____

Participant Phone Number | Participant Email

_____

Emergency Contact Name & Phone Number

If participant is a minor, a parent or guardian shall also sign this form on the minor's behalf.

_____*, a minor, has my permission to participate in the*

[Minor Participant's First & Last Name]

Los Altos Hills County Fire District event(s) and/or class(es) listed above. I have read and agree to the requirements stated above. This form applies to my participation in the Activities through the end of the calendar year of signature.

_____ _____

Parent or Guardian – Print Name | Parent or Guardian Signature | Date