



County of San Diego

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DEPARTMENT OF PARKS AND RECREATION

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Fallbrook Community Center Release

THIS IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING

- 1. In consideration of being allowed to participate** in all Recreation Activities including, but not limited to, fitness, sports, arts and crafts, etc. ("Activities"), I freely make the following contractual representations and agreements:
- 2. I hereby waive, release and discharge** for myself, my heirs, legal representatives, next of kin, executors, administrators, assignees, and successors in interest (collectively referred to as "Successors") **any and all rights and claims for damages**, injuries (including death), expenses or costs of any kind (collectively referred to as "Claims") which I have now or may acquire in the future that are directly or indirectly related to my participation in the Activities, **against the County of San Diego** and its agents, officials, employees, volunteers and contractors, (collectively referred to as the "Released Parties"). The waived, released and discharged Claims include claims arising from the Released Parties' own active or passive negligence.
- 3. I understand** that the County of San Diego has established numerous preventative measures to reduce the spread of COVID-19; however, the County cannot guarantee that you or your child will not become infected with COVID-19. Further, attending County Activities could increase my risk and my child(ren)'s risk of contracting COVID-19.

By signing this release, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected with COVID-19 by participating in a County of San Diego class, program, activity and/or event and that such exposure or infection may result in personal injury, serious illness, permanent disability, including death. I understand that the risk of becoming exposed or infected by COVID-19 at any County of San Diego Activity may result from the actions, omissions, or negligence of myself and others, including but not limited to County of San Diego employees, officers, agents, independent contractors, volunteers, elected and appointed officials, other participants and their families.

- 4. I acknowledge that** the Activities are recreational, that I am not required to participate in them, but that I want to participate and do so voluntarily.
- 5. I hereby agree to indemnify the Released Parties** from any and all liability for all damages including personal injury, death, disability, property damage or other loss, to any third party resulting from or related to my participation in the Activities.
- 6. I have no physical or medical condition** that, to my knowledge, would endanger me or others if I participate in any of the Activities.
- 7. I agree for myself and Successors** that the above **representations are contractually binding** and are not mere recitals, and that if I or my Successors assert a claim in contravention of this Agreement, the asserting party shall be



liable for all expenses (including attorneys' fees and court costs) incurred by the other party or parties to defend that claim, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This Agreement may not be modified orally. Waiver of any provision shall not be construed as a waiver or modification of any other provision of this agreement. Every term and provision of this Agreement is severable. If one or more provision is found to be unenforceable or invalid, the remaining terms and provisions shall remain binding and enforceable.

8. I authorize the County of San Diego or its contractor, to provide such medical treatment to the Participant listed below as may be deemed necessary or appropriate if I am injured while participating in any of the Activities.

9. I am not relying on any promises, statements, inducements or representations, oral or written, outside of this Agreement with respect to the subject matter of this Agreement.

10. The County of San Diego Department of Parks and Recreation promotes recreation programs in various newspapers using articles, advertisements and photographs. The Department also maintains a website.

For just and sufficient consideration, the receipt of which is hereby acknowledged, the individual named below:

1. Irrevocably grants to the County of San Diego the right to photograph him or her and the right to use the photographs in any way for promotion, advertising or news reporting;
2. Waives the right to any fee or other compensation for, or control of, the photographs, now and in the future; and
3. Authorizes the County of San Diego to use his or her name, likeness and/or biography to publicize, advertise and/or promote the Department or any of its programs.

Agree _____ (initial)

Disagree _____ (initial)

The undersigned has read, understands and voluntarily signs this release agreement.

Participant's Name: _____ Age: _____ Birthdate _____

Address: _____

Home Phone: _____ Work Phone: _____

Email Address: _____

Whom to notify in case of emergency: _____ Phone: _____

[If 18 years old or older, sign here.]

Signature of Participant

Date

[If 17 years old or younger, complete this section.]

CONSENT AND RELEASE OF PARENT OR GUARDIAN

If I am under 18 years old, my parent or legal guardian and I hereby certify that I am under 18 years old. We have read and understand this entire Agreement and its terms. We understand that by signing this Agreement, we assume all risks and waive and release certain rights that the Participant and his or her heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against the County of San Diego. As the parent or guardian of the above named minor, I hereby give permission for my child or ward to participate in the Activities. I further agree, individually and on behalf of my child or ward, to all of the terms stated above.

Signature of Parent or Guardian

Date