In consideration of being permitted to participate in this City activity or use of any City facilities in connection with this activity, the undersigned agrees to:

1. The undersigned hereby releases, waives, discharges and covenants not to sue the City of Atascadero, its elected officials, its employees, officers and agents (hereinafter referred to as ‘releasees’) from all liability to the undersigned, his or her personal representatives, assigns, heirs and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the releasees or otherwise while the undersigned is participating in the city activity or using any city facilities in connection with the activity.

2. The undersigned hereby agrees to indemnify and hold harmless the releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees resulting from involvement in this activity whether caused by any negligent act or omission of the releasees or otherwise.

3. The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage while upon city property or participating in the activity or using any city facilities and equipment whether caused by any negligent act or omission of the releasees or otherwise. The undersigned expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law.

I acknowledge that I have read the foregoing and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the city or its employees, agents or officers if I am injured or damaged for any reason as a result of participation in this activity. If the participant is a minor, his or her custodial parent or legal guardian must read and execute this agreement. I hereby warrant that I am the legal guardian or custodial parent of the minor, and agree, on my own and said minor’s behalf to the terms and conditions of the foregoing agreement.

Signature (REQUIRED) (Parent/Guardian under age 18) __________________________ Date ____________

PHOTO RELEASE WAIVER

I understand that the City of Atascadero will occasionally visit the sites with a camera (video & photograph) on hand and will frequently use these photographs for our brochures, flyers, education purposes and Commission meetings. We encourage all of our parents and participants to sign this waiver allowing the City of Atascadero to publish photographs.

Signature (Parent/Guardian under age 18) __________________________ Date ____________