

# FOR PARTICIPANT OF STREET SMARTS FAMILY BIKE RIDE EVENT Date of Event: June 30, 2018

# WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant Name (please print)

Address

Phone

E-mail

City, State and Zip Code

City of Santa Cruz

Location of Event

In consideration for the City of Santa Cruz and Santa Cruz Police Department (hereinafter known as, "City") allowing the above-named Participant to participate in the Street Smarts Family Bike Ride (hereinafter known as "Event"), the undersigned hereby acknowledges and agrees on behalf of myself, my organization, my employees, agents, and/or my minor child (guardian) to the following:

# Assumption of Risk:

Participant understands that in participating in this Event, Participant voluntarily agrees to accept and assume any and all risks, known or unknown, including the risk of injury, property damage, or death. Participant is voluntarily participating in this hazardous activity and accept the potential dangers and hazards involved, known or unknown. Participant agrees not to assert any claim, institute any suit or other legal process against the City, its officers, officials, employees, agents or volunteers for injury, death or damage resulting from or in any way related to participation in the above-referenced "Event."

### Indemnification, Waiver and Release:

Participant hereby agrees to release, discharge, hold harmless and indemnify the City, its officers, officials, employees, agents and volunteers from and against all actions, claims, or demands (including attorney fees and costs) for injury, death or damage resulting from or in any way related to participation in the above-referenced "Event" by Participant, Participant's employees, agents, or minor child/guardian, to the fullest extent permitted by law.

### Authorization for Use of Photos/Videos:

Participant authorizes the City to use photographs and/or videos taken of Participant, Participant's employees, agents, and/or minor child/guardian at the Event for reproduction in any medium for any lawful purpose.

I HEREBY CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I FURTHER CERTIFY MY UNDERSTANDING THAT THIS AGREEMENT CONSTITUTES A RELEASE OF ALL CLAIMS AGAINST THE CITY OF SANTA CRUZ AND AGAINST ALL OTHERS MENTIONED IN THE AGREEMENT. I FURTHER UNDERSTAND AND CERTIFY THAT BY EXECUTION OF THIS AGREEMENT I AM VOLUNTARILY ASSUMING ALL RISK INHERENT IN MY AND/OR MY CHILD'S(GUARDIAN'S) PARTICIPATION IN THE ABOVE-REFERENCED EVENT. I ACKNOWLEDGE THAT I AM VOLUNTARILY SIGNING MY NAME TO THIS AGREEMENT AND BY DOING SO AM ACCEPTING ITS TERMS AS BINDING UPON MYSELF, MY CHILD, MY HEIRS, EMPLOYEES, AGENTS, LEGAL REPRESENTATIVES, ORGANIZATION, AND ASSIGNS.

Signature of Participant:

Date:

(Parent/or Guardian Must Sign if Minor – under 18)

Print Name of Parent/or Guardian: \_\_\_\_\_