

**CITY OF OAKLAND
RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to participate in *the above referenced activity/ event* or to utilize the facilities, services and programs of the **CITY OF OAKLAND**, for any purpose, including, but not limited to, observation or use of facilities or equipment, or participation in any on-site or off-site program affiliated with the **CITY OF OAKLAND**, the UNDERSIGNED, for himself/herself and such personal representatives, assigns, heirs, and next of kin (hereinafter referred to as "UNDERSIGNED"), hereby acknowledges, agrees and represents that he or she has had an opportunity to inspect and carefully consider such premises and facilities and/or the affiliated program. It is further warranted that such entry into the premises for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program are accepted by the UNDERSIGNED as being safe and reasonably suited for the purpose of such observation, use or participation by the UNDERSIGNED and/or their assigns. It is further warranted that the UNDERSIGNED is fully aware of the unusual risks involved and hazards connected with the activity, including but not limited to travel risks and/or risks inherent in the intended activity.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE OR ENTER THE PREMISES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH THE **CITY OF OAKLAND**, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the **CITY OF OAKLAND, its Councilmembers, directors, officers, agents, and employees** (hereinafter referred to as "RELEASEES") from all liability to the UNDERSIGNED for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the UNDERSIGNED, whether caused by the negligence of the RELEASEES or otherwise while the UNDERSIGNED is/are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the **CITY OF OAKLAND**.
2. THE UNDERSIGNED HEREBY ELECTS TO VOLUNTARILY PARTICIPATE in said activity with full knowledge that said activity may be hazardous to UNDERSIGNED and their person/property. The UNDERSIGNED voluntarily assumes full responsibility for any and all risks of loss, property or personal/bodily injury, including death, that may be sustained as a result of being engaged in such activity, whether caused by the negligence of RELEASEES or otherwise.
3. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS the RELEASEES, and each of them, from any loss, liability, damages or costs they may incur due to the presence of the UNDERSIGNED or such children in, upon or about the **CITY OF OAKLAND** premises or in any way observing or using any facilities or equipment of the City of Oakland or participating in any program affiliated with the **CITY OF OAKLAND** whether caused by the negligence of the RELEASEES or otherwise.
4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the UNDERSIGNED due to negligence of RELEASEES or otherwise while in, about or upon the premises of the **CITY OF OAKLAND** and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with **CITY OF OAKLAND**.

Name of the Activity/Event: Tour of Montclair Firehouse Date(s) of Activity/Event: _____

5. THE UNDERSIGNED HEREBY WARRANTS that this **Release and Waiver of Liability and Indemnity Agreement** shall bind the members of the UNDERSIGNED family and spouse, if UNDERSIGNED is alive, and their heirs, assigns and personal representatives if deceased and shall be deemed a release, waiver, discharge and covenant not to sue the above named RELEASEES.
6. THE UNDERSIGNED further expressly agrees that the foregoing **Release and Waiver of Liability and Indemnity Agreement** is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE AND I UNDERSTAND ITS CONTENT

_____	_____	_____	_____
Print Participant's Name	Age	Signature of participant	Date
<i>(if under 18 years old, Parent or guardian must also sign below)</i>			

PARENT/GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents of legal guardian.

_____	_____	_____	_____
Print Participant's Name	Age	Signature of Parent or Guardian	Date