

RECREATIONAL ACTIVITY ASSUMPTION OF RISKS, REALEASE OF LIABILITY,
WAIVER OF CLAIMS AND AGREEMENT TO INDEMNIFY

Name: _____ Date of Birth: _____

Address: _____

NOTICE: PARTICIPATING IN RECREATIONAL ACTIVITIES INVOLVES RISKS, DANGERS, AND HAZARDS. BY SIGNING THIS INSTRUMENT, YOU WILL ASSUME THOSE RISKS, DANGERS, AND HAZARDS, WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SHOULD YOU SUFFER INJURY OR DEATH, AND AGREE TO DEFEND AND COMPENSATE THE CITY OF RIPON AND ITS MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FOR ANY DAMAGE OR LOSS CAUSED BY YOURSELF OR YOUR PROPERTY.

- 1. Assumption of Risk.** I am aware that recreational activities and the rental and use of recreational equipment generally involve certain inherent risks, dangers, and hazards to myself. These risks, dangers and hazards include, but are not limited to, (a) persons that are capable of and given to independent action, (b) hazards and risks of harms and dangers in engaging in recreational activities, (c) potential transmission of disease or illness, whether transmitted by other people or the environment, and (d) NEGLIGENCE ON THE PART OF THE CITY OF RIPON, AND ITS MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, INCLUDING THE FAILURE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN RECREATIONAL ACTIVITIES, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I AM NOT RELYING ON ANY TRAINING OR OTHER INFORMATION OR PROMISES BY THE CITY OF RIPON OTHER THAN WHAT IS IN THIS INSTRUMENT IN DECIDING TO PARTICIPATE IN RECREATIONAL ACTIVITIES OR IN SIGNING THIS INSTRUMENT.

- 2. Release of Liability and Waiver of Claims.** I AGREE TO WAIVE ANY AND ALL CLAIMS OF ANY KIND that I, my heirs, next of kin, personal representative, agents, or assigns, have or may in the future have, whether directly or by subrogation or otherwise, against THE CITY OF RIPON and its members, officers, agents, volunteers and employees and release the same from any and all liability for any loss, damage, expense or injury including death that I or my next of kin may suffer resulting from my participation in recreational activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE CITY OF RIPON AND ITS MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, AND ALSO INCLUDING THE FAILURE TO TRAIN ME OR SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO IN SECTION 1. Notwithstanding anything to the contrary contained in this instrument, any release of liability and waiver of claims shall not apply to any reckless or intentional conduct of THE CITY OF RIPON and its members, officers, agents, volunteers, and employees.
- 3. Agreement to Indemnify.** I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF RIPON AND ITS MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, PROCEEDINGS, LOSSES, ACTION, LIABILITIES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES, INCURRED BY THE CITY OF RIPON OR ITS MEMBERS, OFFICERS, AGENTS, VOLUNTEERS OR EMPLOYEES WHICH RESULT FROM, ARISE OUT OF, OR ARE IN CONNECTION WITH THE PARTICIPATION OF MYSELF AND MY PROPERTY, INCLUDING THE ACTIONS AND IN ACTIONS OF MYSELF AND MY PROPERTY THEREAT, PRIOR TO, DURING, OR AFTER ANY RECREATIONAL ACTIVITIES WHILE UPON THE PREMISES WHERE THE RECREATIONAL ACTIVITES OCCUR OR ANY MISREPRESENTATION OF THE

WARRANTIES AND REPRESENTATION DESCRIBED IN SECTION 4. Accordingly, I understand that that signing this instrument will require me to provide a legal defense for THE CITY OF RIPON and its members, officers, agents, volunteers and employees and to pay any share of damages owed by THE CITY OF RIPON and its members, officers, agents, volunteers and employees if any damage or loss of any kind results from any action or inaction of myself or my property prior to, during, or after any participation of myself or my property in recreational activities.

4. **Voluntary Release.** I acknowledge that I am not required to sign this instrument. By signing below, I specifically acknowledge and indicate my voluntary decision to knowingly enter into this waiver of liability.

HAVE READ AND UNDERSTOOD THIS INSTRUMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS INSTRUMENT I ASSUME THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN RECREATIONAL ACTIVITIES, WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SHOULD YOU SUFFER INJURY OR DEATH, AND AGREE TO DEFEND AND COMPENSATE THE CITY OF RIPON AND ITS MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FOR ANY DAMAGE OR LOSS CAUSED BY MYSELF OR MY PROPERTY. IF ANY PROVISION OF THIS INSTRUMENT SHALL BE DECLARED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS WAIVER AND RELEASE SHALL NOT BE AFFECTED THEREBY AND SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW.

Dated: _____

Printed Name: _____

Signature: _____

ENDORSEMENT OF PARENT OR GUARDIAN: If the above-described individual is under the age of Eighteen (18) years of age, I am the parent or guardian of the above-described minor. I have read this instrument fully and agree to its provisions, including, but not limited to, an understanding of the risks associated with the participation in recreational activities, the agreement to the release of liability and waiver of claims, the agreement to indemnify, the truthfulness of the warranties and representations, and the availability to bargain and voluntary decision to sign this instrument regardless. I give permission for the above-referenced minor to participate in recreational activities and agree, for myself, my spouse and/or domestic partner, heirs, next of kin, personal representative, agents, or assigns, to be bound to the terms of this instrument.

Dated: _____

Printed Name: _____

Signature: _____

Relationship to Minor: _____