



## RELEASE, DISCHARGE OF LIABILITY, AND ASSUMPTION OF RISK

<b>PARTICIPANT INFORMATION</b>		<b>Name of Activity:</b>	
First Name:	Last Name:	DOB:	
Address:	City:	Zip:	
Phone:	Email:		
Emergency Contact:	Relation:	EM Phone:	

- I, and/or my child is physically able to participate in the activity and have not been diagnosed with any illness or medical condition that would impair the ability to participate in the activity. No physician has recommended against participation.
- I, fully understand that my participation in the activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks
- I am aware that the activity poses a risk of injury to me and/or my child, and that occasionally accidents occur during activities of this kind. Knowing these risks, on behalf of myself and/or my child, I freely and voluntarily agree to assume all of the risks associated with participation in the activity.
- I acknowledge that the City of Diamond Bar is not responsible for any loss, alteration, corruption or other damage to my personal property, including computers, networks and other personal property used as part of my participation in the event/class. The City of Diamond Bar makes no warranty that 1) internet service will be adequate to facilitate the event/class, 2) internet service will be uninterrupted, timely, secure, error-free or virus-free, 3) any information that may be obtained through the event/class will be accurate or reliable and/or 4) that any errors in software will be corrected.
- I understand and agree that any material downloaded, viewed or otherwise obtained through the event/class is done at my own risk and I will be solely responsible for any loss or damage to my personal property, including computer systems and networks, or loss of data that results from the use, download and/or viewing of the event/class.
- I hereby warrant and agree, that the conditions of my property, both personal and real, are suitable for participation in the event/class and that by participating in the event/class, I assume the risk that such property is not suitable and agree to hold the City of Diamond Bar harmless from any loss or damage arising from injury to person or property arising from the use of such property in the event/class.
- I hereby release, discharge and agree not to sue the City of Diamond Bar for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the event/class from whatever cause, including the active or passive negligence of the City of Diamond Bar or any other participants in the event/class. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.
- In consideration for being permitted to participate in the event/class, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Diamond Bar from any and all claims, demands actions or suits arising out of or in connection with my participation in the event/class.
- In consideration of being permitted to enroll and participate in the activity, I agree to release and discharge the City of Diamond Bar, the Walnut Valley and Pomona Unified School Districts and the contract instructor of the activity and their officers, agents and employees (collectively referred to hereafter, as the "Program Sponsors") from any liability, causes of action, claims or damages for personal injury, property damage and wrongful death arising from or attributable to participation in the activity, whether or not such liability arises from the program sponsors' negligence in organizing, planning and implementing the activity.



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- I understand that by signing this instrument, I (and my legal representatives, heirs, next of kin, assigns or any other successors in interest) am barred from presenting any claim or instituting any civil action or present any claim for personal injury, property damage or wrongful death against the Program Sponsors who, through negligence or omissions, might otherwise be liable to me, or other successors in interest for damages. I expressly agree that the foregoing release, discharge and assumption of risk is intended to be as broad and inclusive as is permitted by California law.
- In the event of a medical emergency, I authorize medical personnel attending to me to make decisions regarding immediate medical treatment as may be necessary until such time as my emergency contact can be consulted.
- In the event of a medical emergency, I authorize medical personnel attending to my child to make decisions regarding immediate medical treatment as may be necessary until such time as I or my child's emergency contact/guardian can be consulted.
- By registering for any recreation class or activity, I grant the City of Diamond Bar permission to use my, and/or my child's photograph, video or film likeness, for promotional use in any City-related media.
- I understand and agree that the event/class may be recorded for viewing and/or listening by others at a future date. I consent to the City of Diamond Bar's use of audio/video recordings of me during the event/class and that the City of Diamond Bar may use audio/video segments or photograph stills of me for any purpose, including but not limited to news, advertising and promotional purposes, without compensation to me. I hereby release and hold harmless the City of Diamond Bar from any claims relating to the use of my likeness and image.
- For Virtual Classes, I understand and agree that this is an interactive event/class and agree to act reasonably and professionally at all times during my participation. During live sessions, participants will be able to see and hear anything within audio or camera viewing areas. Accordingly, the event/class coordinator may, in his or her sole discretion, mute and/or restrict video access to participants during the session. Where the participant in the event/class is a minor, the parent or legal guardian must monitor the session to ensure the minor is abiding by these and any other rules and regulations established by the event/class coordinator.

**I, \_\_\_\_\_ (FULL NAME) I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.**

**I, \_\_\_\_\_, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT I AM THE PARENT OR LEGAL GUARDIAN OF MINOR. I FURTHER DECLARE THAT I SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF DIAMOND BAR FROM AND AGAINST ANY AND ALL CLAIMS RESULTING FROM, INCIDENT TO, OR ARISING OUT OF MINOR'S PARTICIPATION IN THE EVENT/CLASS, ANY AND ALL RISKS ASSUMED BY MINOR AND ME ABOVE, AND/OR THE BREACH OF ANY PROMISES, COVENANTS, AND/OR REPRESENTATIONS MADE BY ME HEREIN AND/OR IN THE ABOVE RELEASE.**

Adult Participant or Parent/Guardian Signature:		Date:
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