

AGREEMENT & RELEASE OF LIABILITY – RECREATION SWIM (Effective 2016 Season)

In consideration of the use of the property, facilities, and/or services of the City of Victorville’s Community Services Department (“CSD”) or any other branch of the City of Victorville (“City”) participating or sponsoring recreational programs, including travel related thereto, the undersigned agrees as follows:

1. **RISK FACTORS:** The undersigned agrees and acknowledges that the use of equipment, facilities and services provided by CSD and/or City, including but not limited to, physical sports, dance, aerobics, swimming, arts and music, gymnastics, and cheerleading, involves risks such as, but not limited to, PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH, which might result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.
2. **ASSUMPTION OF RISK:** The undersigned ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, including but not limited to, those risk factors described in Section 1 above.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES:** The undersigned acknowledges reading and knowing all of the policies the procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
4. **RELEASE:** The undersigned on behalf of himself/herself and his/her heirs, successors, assigns and anyone claiming through or under any of the foregoing, hereby RELEASES, acquits and forever discharges CSD, City, any successors and assigns,(the “RELEASED PARTIES”) and all past present and future officers, employees, agents, representatives, attorneys, accountants, and insurers of the RELEASED PARTIES, of and from any and all claims, damages, debts, demands, obligations, costs, expenses, accounts, losses, liabilities, liens, actions, proceedings and causes of action of every kind or nature, whether known or unknown, suspected or unsuspected, arising out of the activity, the use of CSD or City property or equipment, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions, negligence, or fault of third parties or of the RELEASED PARTIES.
5. **WAIVER:** The undersigned waives the protection afforded by statute or law in any jurisdiction including California Code Section 1542 whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
6. **PROPERTY DAMAGE:** The undersigned understands he/she is responsible for any loss, theft, or damage to any property or equipment owned, operated or maintained by CSD and/or City while the undersigned is using said equipment or property. The undersigned agrees to pay for any and all damage caused by the undersigned, either negligently, willfully, or otherwise.
7. **EMERGENCY TREATMENT CONSENT:** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
8. **INSURANCE:** The undersigned understands that CSD and/or City do not provide participant insurance. When applicable, the undersigned is encouraged to have a physical examination and to maintain health insurance prior to any and all participation in any activities offered by CSD and/or City.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND CSD AND/OR CITY AND SIGN IT ON MY OWN FREE WILL.

DATE: _____

PARTICIPANT SIGNATURE

When applicable:

CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent and/legal guardian of the above-named minor. I have read and understand the agreement involves surrender of valuable legal rights of the minor and myself. I agree to be bound by all terms of this agreement. I also give consent to the participant in the activity of the minor.

DATE: _____

PARENT/GUARDIAN SIGNATURE