



**CITY OF DESERT HOT SPRINGS
RELEASE, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY**

TRANSPARENCY NOTICE

Some or all of the content of this may be subject to disclosure pursuant to the California Public Records Act (Government Code Sections 6250, et seq.)

Participant's Name: _____ Age: _____ Sex: M F
Parent/Guardian's Name(s): _____
Program Date(s): _____
Home Address: _____
Activity: Participation in Swim program ("Swim Program" or "Activity")

1. **Voluntary Participation; Parental Consent.** I am either the adult participating in the Activity, or I am the undersigned and parent(s) or guardian(s) of the minor child ("Youth") permit the Youth to participate in the City of Desert Hot Springs' Swim Program at the Furbee Pool, located at 11750 Cholla Drive, Desert Hot Springs, California, 92240.

2. **Abide by all Rules and Procedures.** I hereby acknowledge that Youth and I must follow all rules and procedures regulating to the Activity, including any and all federal, state and local laws, rules, policies, and regulations, including without limitation any rules of the City of Desert Hot Springs, the City of Desert Hot Springs Police Department, and any facilities or locations where the Activity is performed (collectively, "Laws"). I understand and agree that Youth's and/or my failure to abide by any Laws may result in being removed from participating in any portion or the entirety of the Activity, at the sole and absolute discretion of the City of Desert Hot Springs.

3. **Assumption of the Risk.** To the fullest extent permitted by law, I acknowledge that, as a result of Youth's and/or my voluntary participating in the Activity, the Activity, by its very nature, can be dangerous and includes certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, including without limitation physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss, and other known and unknown and unforeseeable and unanticipated risks. These injuries may result from my and/or Youth's own or other's actions, inactions, or negligence, or result from the condition of the location(s) of facility (ies) where the Activity is rendered. Knowing the risks involved, Youth and/or I assume all risks of participation in said Activity to the fullest extent permitted by law, whether known or unknown to myself and/or Youth, related in any way to the Activity. With full knowledge of these risks, Youth and/or I agree to accept any and all risks of injury or death or damages and verify this statement by placing my initials here: _____

4. **Release and Hold Harmless.** In consideration of the opportunity afforded to myself and/or Youth to voluntarily participate in the Activity, I do hereby agree that Youth and/or I, and our assignees, heirs, agents, guardians and legal representatives, to hold the City of Desert Hot Springs, any other City-affiliated corporation or organization, including the Police Department, and any of their officers, directors, agents or employees harmless against and from any and all claims, actions, suits, proceedings, demands, losses, liability, damages, judgments and costs and expenses, including attorneys' fees arising from or alleged to have arisen directly or indirectly out of Youth's and/or my participation in the Activity. Youth and/or I, and our assignees, heirs, agents, guardians and legal representatives further agree we will not assert any cause or right of action or make a claim against the City of Desert Hot Springs, any other City-affiliated corporation or organization, including the Police Department, and any of their officers, directors, agents or employees, for any injury, damage illness or death, however caused, arising from or related to participation in the Activity and shall hold harmless the City of Desert Hot Springs, its officers, agents or employees for injury, damage or death resulting from Youth's participation in the Activity. Without limiting the generality of the foregoing, Youth and/or I hereby voluntarily fully waive, relinquish and release any and all rights, actions or

causes of action resulting from personal injury, illness or death or damage to any and all property to which Youth and/or I may claim a right sustained in connection with participation in the Activity.

5. **Civil Code Section 1542 Waiver.** I, and/or also on behalf of Youth, also hereby expressly waive any and all rights and benefits conferred by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Notwithstanding the provisions of Section 1542, and to implement a full and complete release as set forth, I acknowledge this waiver will be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character nature and kind known or unknown, or suspected or unsuspected, including without limitation, claims of entitlements or benefits afforded to the City of Desert Hot Springs or its employees or representatives, including without limitation, any benefits under the California Public Employees’ Retirement System that are only afforded to employees and not volunteers.

Parent/Guardian’s Initial

6. **Use of Images.** I grant the City of Desert Hot Springs the right to (1) use my and/or Youth’s identity, voice, name, photograph, image, biographical information and/or likeness (collectively, “Images”), in any and all media, whether now known or later developed; and (2) record, film, photograph, or otherwise capture (collectively, “Record”) the Images (the recorded images shall hereinafter be referred to as “Recordings”) of my and/or Youth’s participation in the Activity for the purpose of promoting any and all aspects of the City of Desert Hot Springs and the Activity. I understand that Youth and/or I shall not receive any compensation for my participation in the Activity or related in any way to use of Recordings. City of Desert Hot Springs’ rights to use of Images and Recordings shall be exclusive, world-wide, royalty-free, in perpetuity and irrevocable. I hereby waive any and all moral rights Youth and/or I may have, and understand there is no right to inspect or approve the Recordings at any time. I further agree that Youth and/or my participation in the Activity confers no rights of use, ownership, or copyright in the Recordings upon myself and/or Youth and that any and all rights associated therewith shall be the property of the City of Desert Hot Springs. I hereby irrevocably assign, convey and transfer to the City of Desert Hot Springs any and all of Youth’s and/or my rights, title and interest to the Records, if any, in perpetuity, worldwide, including all rights to enforce the same.

7. **No Damage Relief Against the City.** The City of Desert Hot Springs, and any otherwise officially named sponsors shall not be responsible to compensate, indemnify, or pay damages to myself for any reason whatsoever, including, but not limited to cancellation of the Activity for any reason. I understand that Youth and I enter, invest in and/or plan for the Activity at our own risk. In case of accident or other emergency, City personnel and/or its agents are hereby authorized to secure medical care deemed necessary as a result of accident or injury. I further agree to pay any and all costs incurred as a result of said treatment.

8. **Knowing and Voluntary Execution.** The undersigned acknowledges that I (i) have read and fully understand the content of this Release, Assumption of Risk, and Waiver of Liability; (ii) am aware that this is a contract between myself and the City of Desert Hot Springs; (iii) have had the opportunity to consult with an attorney, at my discretion; (iv) am fully aware of the legal consequences of signing this Release, Assumption of Risk and Waiver of Liability; and (v) am eighteen (18) years of age or older.

9. **Reimbursement.** City of Desert Hot Springs shall be reimbursed for any and all costs and attorney’s fees incurred by the City of Desert Hot Springs in enforcing this Release, Assumption of Risk and Waiver of Liability.

10. **Severability.** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Release, Assumption of Risk, and Waiver of Liability, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

11. **Survival.** This Release, Assumption of Risk, and Waiver of Liability shall survive participation in the Activity in perpetuity.

Adult Name: _____

Adult Signature: _____ Date: _____

Contact Phone Number(s): (____) _____ - _____.

IF APPLICABLE- I CERTIFY THAT I AM THE LEGAL GUARDIAN/CUSTODIAN of the Youth(s) listed above, and that I have full legal authority to sign this form on behalf of the Youth(s). I further certify that the minor is physically able to participate in the Activity.

Adult/Guardian Name: _____

Adult/Guardian Signature: _____ Date: _____

Contact Phone Number(s): (____) _____ - _____.

Relationship to youth: _____

Youth's Name: _____

EVERY PARTICIPANT OR GUARDIAN OF A MINOR OR INCAPACITATED PARTICIPANT MUST SIGN A WAIVER AND RETURN IT TO THE CITY OF DESERT HOT SPRINGS BEFORE TAKING PART IN THE ACTIVITY