

City of Santa Ana
Release of Liability and Waiver

Event Title:	
Event Date:	

THIS IS A WAIVER OF YOUR LEGAL RIGHTS AND AN AGREEMENT NOT TO SUE.

In consideration for the City of Santa Ana allowing me or, if applicable, my minor child to voluntarily participate in the above-named activity, I agree for myself and, if applicable, for my minor child as follows:

I am aware that participation in the above-named activity may result in injury to my-self or others, including but not limited to, bodily injury, personal injury, death, dis-ability, illness, property damage, or loss (collectively, referred to as "Risk of Injury"), and that I am voluntarily participating in this activity with the full knowledge of the Risk of Injury.

I hereby accept responsibility for any and all Risk of Injury on behalf of myself, my minor child (if applicable), my spouse, my heirs, executors, administrators, representatives and assigns, or, if applicable, the heirs, executors, administrators, representatives and assigns of my minor child, and anyone who might claim on my behalf, and, if applicable, on behalf of my minor child, and on all such behalves.

I do hereby release and forever discharge, defend, indemnify and hold harmless City of Santa Ana, and their respective officials, officers, agents, volunteers, con-tractors, or employees (collectively, the "Released Parties") from any liability for any and all claims, demands, causes of action, damages, judgments, costs or expenses, including attorneys' fees and other litigation costs, which may in any way result from, or in any way arise out of, participation in the above-named activity.

I understand that this release and waiver extends to all claims of every kind or nature whatsoever, either in law or in equity, foreseen or unforeseen, known or unknown, which arise or may hereafter arise from my or, if applicable, my minor child's participation in the above-named activity and that this release and waiver discharges the Released Parties from any liability or claim that I or, if applicable, my minor child may have against the Released Parties, or any of them, with respect to any Risk of Injury that may result from my, or, if applicable, my minor child's participation in the above-named activity, whether caused by the negligence of the Re-leased Parties, or their respective officials, officers, agents, volunteers, contractors, or employees.

I agree to observe and obey all rules and warnings, and further agree to follow instructions or directions given by the employees, representatives, or agents of the City of Santa Ana.

I do hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise account of any first aid, treatment, or service rendered in connection with my or, if applicable, my minor child's participation in the above-named activity or with the decision by any representative or agent of the Released Parties, or any of them, to exercise the power to consent to medical or dental treatment as such power may be granted by me for my minor child.

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that City of Santa Ana has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that City of Santa Ana cannot guarantee that I will not become infected with the Coronavirus/Covid-19.

I understand that the risk of be-coming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of others, and myself including, but not limited to, staff, and other participants and their families.

I acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

I attest that:

- A. I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- B. I have not traveled internationally within the last 14 days.
- C. I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- D. I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- E. I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- F. I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold City of Santa Ana harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the City of Santa Ana, or that may otherwise arise in any way in connection with any activities at City of Santa Ana.

I understand that this release discharges City of Santa Ana from any liability or claim that I, my heirs, or any personal representatives may have against the City of Santa Ana with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any activities at City of Santa Ana. This liability waiver and release ex-tends to the salon together with all owners, partners, and employees.

I HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THIS RELEASE OF LIABILITY AND WAIVER. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS, APART FROM THIS RELEASE AND WAIVER, HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT.

Participant Name	Participant Signature	Date
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IF PARTICIPANT IS UNDER 18, THE SIGNATURE OF AGREEMENT BY A PARENT OR LEGAL GUARDIAN IS ALSO REQUIRED, AND SUCH PERSON FURTHER AGREES, PURSUANT TO THIS TWO-PAGE RELEASE OF LIABILITY AND WAIVER, TO RELEASE AND INDEMNIFY THE CITY FOR ANY INJURY OR DEATH TO, OR ANY CLAIM BY OR ON BEHALF OF, SUCH MINOR CHILD.

Parent/Guardian Name	Parent/Guardian Signature	Date
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