



WAIVER OF LIABILITY, MEDICAL RELEASE & INDEMNIFICATION AGREEMENT

In consideration for myself and my minor children being permitted by the City of Davis Public Works Department to participate in bike-related activities I hereby waive, release and discharge any and all claims and damages for personal injury, death, or property damage which I or my minor children may sustain or which may occur as a result of my or my minor children’s participation in these activities.

I understand and agree that:

1. This release is intended to discharge in advance the city, its officers, employees and agents from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with the participation of myself or my minor children in activities;
2. The described activity may be of a hazardous, strenuous, and/or physical nature;
3. Participation in the described activity may occasionally result in injury, death or property damage;
4. Knowing the risk involved, nevertheless I voluntarily request permission for myself or minor child to participate in the described activity;
5. I hereby assume any and all risks of injury, death, or property damage, and to release and hold harmless the city, its officers, employees & agents, except for their sole negligence or intentional acts;
6. This waiver, release and assumption of risk is to be binding on the heirs and assigns;
7. I will indemnify and to hold the city harmless from any loss, liability, damage, cost or expense, including litigation, which they may incur as a result of any injury and/or property damage which myself or my minor children may sustain while participating in said activities;
8. I will make good any loss or damage or cost the city may have to pay if any litigation arises on account of any claim made by said minors or by anyone one said minor’s behalf;
9. I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of any medical treatment;
10. Activities are not child care as defined by the State of California;
11. I understand that city staff may photograph or videotape me and/or my minor children and that the city may use such photographs or videotapes to promote city programs and classes. I expressly allow, and hereby waive any objection to, the city’s photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in a city recreation program. I understand all photos and videotapes will remain the property of the City of Davis.

I certify that I have custody or am the legal guardian of said minors by court order, and that I am my minor children are physically able to participate in the described activities.

I have carefully read this Waiver of Liability, Medical Release, and Indemnification Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the City of Davis, and that I sign it of my own free will.

Name of Child or Children

School Where Participating

Signature (REQUIRED)

Date
