

# Stanbridge University's Root for Change Initiative October 13, 2019

# **RELEASE OF LIABILITY AND WAIVER**

DATE:				
PARTICIPANT'S NAME: Last BIRTH DATE:		First		Middle
PARENT'S/GUARDIAN'S NAME: Last BIRTH DATE:		First		Middle
ADDRESS:				
Street	Ci	ity	State	Zip
TELEPHONE:				
In Case of Emergency Notify:	Telephone:			



#### Stanbridge University's Root for Change Initiative October 13, 2019

### **RELEASE OF LIABILITY AND WAIVER\***

### (This is a waiver of your legal rights and an agreement not to sue.)

In consideration for the City of Newport Beach ("City") 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:

- 1. I am aware that participation in the above-named activity may result in injury to myself or others, including but not limited to, bodily injury, personal injury, death, disability, 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.
- 2. 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.
- 3. I do hereby release and forever discharge, defend, indemnify and hold harmless the State of California, the County of Orange, and the City, and their respective officials, officers, agents, volunteers, contractors, 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.
- 4. 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 Released Parties, or their respective officials, officers, agents, volunteers, contractors, or employees.
- 5. 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.
- 6. 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 HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREE TO THIS TWO-PAGE 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 Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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 Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*THIS FORM MUST BE SIGNED AND TURNED IN PRIOR TO EVENT IN ORDER TO PARTICIPATE.