



**RELEASE, WAIVER AND INDEMNITY AGREEMENT  
FOR PARTICIPATION IN CITY PROGRAM**

The City of Fresno is sponsoring \_\_\_\_\_ (“Program”) in Fresno, California beginning on \_\_\_\_\_, 2009.

In consideration of permitting \_\_\_\_\_ (“Participant”) to observe and participate in activities, operations and/or functions related to the Program and to the furthest extent allowed by law, the undersigned agrees to release, indemnify, hold harmless and defend City of Fresno and its officers, officials, agents, employees and volunteers from and against any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City of Fresno, Participant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Participant's observation or participation in the activities, operations or functions related to the Program. IT IS THE INTENTION OF PARTICIPANT (INCLUDING THAT OF PARENT/GUARDIAN) BY THIS DOCUMENT, TO HAVE AGREED TO THE ASSUMPTION OF THE RISK FOR PARTICIPANT OBSERVING OR PARTICIPATING IN THE PROGRAM AND HE/SHE DOES HEREBY VOLUNTARILY RELEASE THE CITY OF FRESNO, AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM, AND DOES WAIVE ANY RIGHT OF ACTION OR CLAIM FOR, ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY OF THEIR NEGLIGENCE.

The Undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees and understands that participation in the activities for which this Release, Waiver and Indemnity Agreement is requested, does not make him/herself an agent or employee of the City of Fresno, or a co- or joint-employer with the City of Fresno and does not grant them any right, title or interest in any Workers' Compensation benefits offered employees of the City of Fresno. Further the Undersigned, for him/herself, his/her heirs, executors, administrators or assigns waives and relinquishes any interest or right to claim any interest in the City of Fresno employment benefits offered employees of the City by reason of any common law employee or employer rights theory or similar employment entitlements of any kind.

Participant shall reimburse City for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Agreement shall survive Participant's participation in the Program.

The undersigned agrees that the contents of this document shall be binding upon his/her heirs, executors, administrators and assigns.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Release and Indemnity Agreement; (ii) is aware that this is a release of liability and a contract between the City and Participant; (iii) has been fully and completely advised of the potential dangers incidental to engaging in the activity, operation and/or function related to the Program; (iv) has had the opportunity to consult with his/her attorney, in his/her discretion; and (v) is fully aware of the legal consequences of signing this document.

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Participant's Parent or Legal Guardian (if minor)

\_\_\_\_\_  
Signature of Participant's Parent or Legal Guardian (if minor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date