

Activity Waiver

City of Brentwood 2024

Liability, Medical Consent, and other Terms of Participation

Indemnification. The Participant (or parent/guardian on behalf of participant) hereby voluntarily agrees to indemnify, defend, and hold harmless the City of Brentwood (City) and the Brentwood Union School District and Liberty Union High School District (Districts) and their officials, officers, employees, agents, and volunteers from any liability for property damage, injuries, or death resulting from or in any way connected with participation in the program. The Authorized Representatives and Participant do forever release and hold harmless the City and the Districts from all claims or rights of action for damage which Participant may incur as a consequence of the use of the Facility. This waiver and release is applicable except to the extent caused by the City's active negligence or willful misconduct.

Medical Consent: Participant hereby agrees to allow the City staff to consent to medical, surgical and dental examination, and to any treatment medical personnel deem necessary. It is understood that no health or accident insurance is provided by the City or the Districts. It is further understood that this Contract is binding on my heirs and assigns.

Equipment: I agree to return equipment issued to me in as good condition as when received, except for normal wear and tear.

Photo/Video Release: Authorized Representatives and Participant hereby agree that pictures or videos taken during the Facility rental may be used for future promotional purposes.

Acceptance: Either my signature below or the payment of fees and participation constitute acceptance of the conditions set forth above.

Parent/Guardian Signature

Parent/Guardian Printed Name

Name(s) of Minor(s)

Check all that apply: Participant Parent Legal Guardian

Date

Participant waives and releases the City of Brentwood ("City") from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 that occurs, or is alleged to occur, during the Activity. Participant also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged COVID-19 infection occurring during the Activity, except where caused by the sole negligence or willful misconduct of the City.

Participant (or parent of minor participant) Signature

Date