



**CITY OF CARSON - COMMUNITY SERVICES DEPARTMENT
 WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS FORM
 (ADULT PARTICIPANT)**

(This form is intended for Participants 18 years of age or over. If Participant is under 18 years of age, please use the form entitled, "WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS FORM (MINOR PARTICIPANT)")

Name of Aquatic Program or Event (Check one): Lap Swim, Family Swim, Swim Conditioning, Other: _____

Date of Program or Event: _____ **Time of Program or Event:** _____

Aquatic Location of Program or Event (Check One): Carson, Foisia, Dominguez, Hemingway

(Information Above this Line to be Completed by City Staff)

I, _____, the undersigned Participant, certify that I am 18 years of age or over. I request and consent to participate in the above-referenced program or event ("Program"). I certify and represent that I am aware of no medical condition or physical or mental impediment that I have that would endanger me when participating in the Program. I understand that the Program involves the risk of accident and bodily injury, death, or property damage to me, and I agree to assume such risks.

I also understand that an inherent risk of exposure to COVID-19 exists in any public space where people are present, including with respect to participation in the Program. I acknowledge that COVID-19 is an extremely contagious disease that can lead to severe illness and death. I voluntarily assume all risks of exposure to COVID-19 related to my participation in the Program, and I assume sole responsibility therefor and agree to hold harmless the City of Carson, its officers (elected and appointed), agents and employees (collectively, "City" and individually, "City Party") in connection therewith. I am voluntarily seeking to participate in the Program notwithstanding these risks, and I acknowledge that I must comply with all applicable federal, state and local laws and guidelines, including practicing social distancing and wearing face masks when possible, related to preventing the spread of COVID-19 in connection with my participation in the Program, and further acknowledge that even where I am in full compliance with such laws and guidelines, there is no guarantee that I will not become infected with COVID-19. In furtherance of City's efforts to protect Program participants from being infected with COVID-19, I represent, warrant and attest that:

- _____ 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;
- _____ I have not traveled internationally or to a highly impacted area within the last 14 days;
- _____ I have not been exposed to someone with a suspected or confirmed case of COVID-19 within the last 14 days;
- _____ I have not been previously diagnosed with COVID-19 and not yet cleared as non-contagious by applicable state or local public health authorities; and
- _____ I have been adhering to all applicable federal (including CDC), state and local laws and guidelines related to limiting exposure to COVID-19 for the last 14 days.

Initial Here

In consideration for my participation in the Program, I hereby waive, release and discharge the City and each City Party from and against any and all claims or liabilities to me or any other person, including but not limited to claims or liabilities for bodily injury, illness, death, or property damage, arising from or related in any way to my participation in the Program, including the negligence of the City or any other participants in the Program, and I agree to waive my rights to make any such claims through any action or proceeding against the City. However, I understand that this paragraph is not intended to release any party from any act or omission of "gross negligence."

In giving the foregoing release and waiver, I expressly waive any and all rights conferred upon me by the provisions of California Civil Code Section 1542, which I understand reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, that may arise from or relate in any way to my participation in the Program.

To the full extent permitted by law, I agree to hold and save the City and each City Party harmless from any and all actions, claims, proceedings, damages to persons or property, losses, costs, fees, expenses, forfeitures, penalties, obligations, errors, omissions or liabilities, whether actual or threatened, that may be asserted or claimed by any person, firm or entity (“Claims”) arising out of or in connection with my participation in the Program, and to defend and indemnify the City and each City Party from and against all Claims arising from my negligence or intentional misconduct in connection with my participation in the Program. This obligation shall be binding on my heirs, successors and assigns and shall not expire.

I hereby grant the City the right to photograph or video-record me during or in connection with the Program, and to use my photographed or video-recorded likeness, and any image, silhouette, or reproduction of me or my voice or appearance taken during or in connection with the Program (“Likeness”), for any purpose, including publicity and promotion of the City and its events, and creation or production of materials in any form for such purpose, with no claim of entitlement to any license fee or royalty of any kind from the City. I hereby waive any right to the intellectual property of my Likeness. The rights granted by me hereunder shall not expire.

No oral representations, statements or inducements, apart from this written form, have been made with regard to the subject matter of this form. If any portion of this form is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect.

By signing below, I acknowledge and represent that I have read and understand the above, and that I voluntarily agree to its terms.

Signature of Participant: _____ Date: _____

Participant Contact Information

Name of Participant: _____ (First Name) _____ (Last Name) _____ (MI)

Participant Address: _____ (Street) _____ (City) _____ (Zip Code) _____ (State)

Phone Number: _____

Email Address: _____

Emergency Contact

Name: _____ Phone Number: _____ Relation: _____