

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)")

REBENSE, INDEMNITION AND HOLD HARMEDSS FORM (MINOR FARTICH MATE)
Name of Program or Event:
Date and Time of Program or Event:
Location of Program or Event:
(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.
In consideration for my participation in the Program, I hereby waive, release and discharge the City of Carson, its officers, agents, and employees ("City"), 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, 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."
To the full extent permitted by law, I agree to indemnify, defend and hold harmless the City against, and will hold and save the City and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, whether actual or threatened, that may be asserted or claimed by any person, firm or entity arising out of or in connection with my participation in the Program. This indemnity 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: