



City of Garden Grove
Community Services Department
Recreation and Human Services Division

Liability Waiver

As part of our commitment to the "Americans with Disabilities Act" and our participants, are there any special accommodations needed for your participation at the H. Louis Lake Senior Center?

Yes: _____ No: _____

RELEASE, WAIVER OF LIABILITY, INDEMNITY AGREEMENT & CONSENT TO PHOTOGRAPH & VIDEO FORM

IN CONSIDERATION of being permitted to participate or engage in City of Garden Grove ("City") recreation programs, events or activities, or to use City facilities or equipment, the undersigned, on behalf of himself/herself, and on behalf any minors in the legal custody of the undersigned, and on behalf of any personal representatives, heirs, assigns, and next of kin (collectively "Participant"), hereby agrees to the fullest extent permitted by law to release, waive, hold harmless and covenant not to sue the City, its directors, officers, employees, and agents (collectively "Releasees") from any and all suits, claims, damages, losses, injuries, illness (including property damage, bodily injury or death), and any other compensable loss of any type (collectively "Claims") pertaining to, related to, or arising directly or indirectly out of Participant's participation in the programs, events, or activities, or use of City facilities or equipment, even though the Claims may arise out of negligence or carelessness on the part of the Releasees, or out of a dangerous or defective condition of property or equipment of the City. This release does not apply to the extent such Claims are caused by the gross negligence or willful or wanton misconduct of the Releasees. The Participant further agrees to defend and indemnify the Releasees from any Claims directly or indirectly arising out of the Participant's participation in the programs, events, activities, or use of City facilities or equipment, and his/her acts or omissions.

Participant acknowledges that the activities involve known and unanticipated risks which could result in bodily or emotional injury, illness, death and/or property damage and understands that risks of injury, illness or property damage simply cannot be eliminated, despite the use of safety equipment or measures, without jeopardizing the essential qualities of the activity. Participant assumes full responsibility and risk of bodily injury, illness, death, or property damage arising out of or related to the activity and consents to treatment and all medical care deemed necessary resulting from said treatment.

Participant further consents to voluntary participation and grants the City the right to videotape or photograph his/her participation in the activities in which he/she participates and to use the videos or photographs in future City publicity and understands that Participant will not receive any compensation for such.

Participant agrees that the foregoing RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Participants of virtual recreation classes acknowledge they are responsible for ensuring their environment is safe/free from obstructions and that any use of third-party applications (e.g., Zoom, Instagram, etc.) at their own security risk.

Applicable if Participant is a minor: I am the parent/legal guardian of the Participant, and I hereby execute this Release on his/her behalf.

I CERTIFY THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THIS RELEASE, WAIVER OF LIABILITY, INDEMNITY AGREEMENT & CONSENT TO PHOTOGRAPH & VIDEO.

Print Name of Participant

Print Name of Parent/Guardian (for Minors)

Signature of Participant or Parent/Guardian (for Minors)

Date