

**CITY OF SAN BUENAVENTURA, PARKS & RECREATION DEPARTMENT  
RELEASE AGREEMENT FOR ALL PARTICIPANTS:**

**CITY OF SAN BUENAVENTURA RELEASE AGREEMENT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE OR USE ANY CITY FACILITIES IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED AGREES TO THE FOLLOWING:**

**1. COVID-19 NOTICE AND ACKNOWLEDGMENT:** Although the City of San Buenaventura Parks and Recreation Department is following all County of Ventura, State of California, and CDC Guidelines, the undersigned acknowledges that he or she may still be exposed to COVID-19 during participation in this activity. The undersigned agrees to not participate in activities put on by the City or use any City facility if he or she has experienced a temperature of 100.4 degrees Fahrenheit or greater or any other symptoms of COVID-19, listed at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>, within the 24 hours prior to participation in the activity or use of the City facility. The undersigned further agrees to not participate in activities put on by the City or use any City facility if he or she has been exposed to COVID-19 or has a member of their household that was exposed to COVID-19 within the past 14 days. The undersigned acknowledges that City staff or volunteers may conduct wellness screenings of the undersigned prior to the undersigned's participation in activities or use of City facilities and that failure to undergo the screenings may result in the denial of entry to or participation in a City facility or activity.

**2. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF SAN BUENAVENTURA, ITS EMPLOYEES, OFFICERS AND AGENTS** (hereinafter referred to as "releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury, contraction of illness, including any form of the coronavirus, to the person or injury to property of the undersigned, whether caused by any negligent act or omission of the releasees or otherwise while the undersigned is participating in a City activity or using any City facilities in connection with the activity.

**3. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS** releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the releasees right to indemnity or incurred on appeal) resulting from involvement in this activity whether caused by any negligent act or omission of the releasees, or any loss, damage, or injury, including death, that is sustained from any communicable disease (including, but not limited to any form of the coronavirus, or anything emanating from or related to a coronavirus), or otherwise.

**4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE** while upon City property or participating in the activity or using any City facilities and equipment whether caused by any negligent act or omission of releasees or otherwise, or any loss, damage, or injury, including death, that is sustained from any communicable disease (including, but not limited to any form of the coronavirus, or anything emanating from or related to a coronavirus). The undersigned expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

**I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING** and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City or its employees, agents, or officers if I am injured or damaged for any reason as a result of participation in this activity. I further acknowledge that no oral representations, statements, or inducements have been made. I give permission to the City of San Buenaventura Parks and Recreation Department to use my image or my child's, filmed during program activities, to promote its services and programs. I understand the photograph belongs to the City and I will not receive payment of any kind.

**IF THE PARTICIPANT IS A MINOR, his or her custodial parent or legal guardian must read and execute this agreement on his or her behalf. I hereby warrant that I am the custodial parent or legal guardian of**

\_\_\_\_\_ (PRINT PARTICIPANT'S FULL NAME), who is a minor, and agree to the terms and conditions of the foregoing agreement on behalf of myself and said minor.

Participant or Parent/Guardian (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_