



## **AGREEMENT & RELEASE OF LIABILITY RECREATIONAL PROGRAMS**

In consideration of the use of the property, facilities, and/or services of the City of Victorville Recreation and Library Department, hereinafter called RLD, or any other branch of the City of Victorville, hereinafter called CITY, participating or sponsoring recreational programs, including travel related thereto, the undersigned agrees as follows:

- 1. RISK FACTORS:** The undersigned agrees and acknowledges that the use of equipment, facilities and services provided by RLD and/or City, including but not limited to, physical sports, dance, aerobics, swimming, arts and music, gymnastics, and cheerleading, involves risks such as, but not limited to, PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH, which might result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.
- 2. ASSUMPTION OF RISK:** The undersigned ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, including but not limited to, those risk factors described in Section 1 above.
- 3. ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES:** The undersigned acknowledges reading and knowing all of the policies the procedures relating to the activities, facilities, and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
- 4. RELEASE:** The undersigned on behalf of himself/herself and his/her heirs, successors, assigns and anyone claiming through or under any of the foregoing, hereby RELEASES, acquits and forever discharges RLD, City, any successors and assigns, the RELEASED PARTIES, and all past present and future officers, employees, agents, representatives, attorneys, accountants, and insurers of the RELEASED PARTIES, of and from any and all claims, damages, debts, demands, obligations, costs, expenses, accounts, losses, liabilities, liens, actions, proceedings and causes of action of every kind or nature, whether known or unknown, suspected or unsuspected, arising out of the activity, the use of RLD or City property or equipment, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions, negligence, or fault of third parties or of the RELEASED PARTIES. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.
- 5. WAIVER:** The undersigned waives the protection afforded by statute or law in any jurisdiction including California Code Section 1542 whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

**6. PROPERTY DAMAGE:** The undersigned understands he/she is responsible for any loss, theft, or damage to any property or equipment owned, operated or maintained by RLD and/or City while the undersigned is using said equipment or property. The undersigned agrees to pay for any and all damage caused by the undersigned, either negligently, willfully, or otherwise.

**7. EMERGENCY TREATMENT CONSENT:** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

**8. INSURANCE:** The undersigned understands that RLD and/or City do not provide participant insurance. When applicable, the undersigned is encouraged to have a physical examination and to maintain health insurance prior to any and all participation in any activities offered by RLD and/or City.

**9. REFUNDS:** Refunds will not be granted on Sport programs, Pre- School program, camps or Aquatic programs. Refunds or credits can be issued back to your ActiveNet account if you inform City staff before the second-class meeting. Credits on your ActiveNet account will expire one year to the date of issuance.

***I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND RLD AND/OR CITY AND SIGN IT ON MY OWN FREE WILL.***

***CONSENT AND RELEASE ON BEHALF OF MINOR***

When applicable - I am the parent and/legal guardian of the above-named minor. I have read and understand the agreement involves surrender of valuable legal rights of the minor and myself. I agree to be bound by all terms of this agreement. I also give consent to the participant in the activity of the minor.