

**PARTICIPANT WAIVER,
RELEASE OF LIABILITY, ASSUMPTION OF RISK,
HOLD HARMLESS AGREEMENT, AND PHOTO RELEASE
FOLSOM COMMUNITY SERVICE DAY – September 19, 2020**

My participation in Folsom Community Service Day (“the Event”) is strictly voluntary and I acknowledge that I am not employed by the City of Folsom (“City”) or any Event Sponsor (“Sponsor”). I agree to volunteer for the personal satisfaction of doing so, with no expectation of, or desire to receive, any wages or compensation in exchange for my participation. I acknowledge that I will not be provided with any benefits traditionally associated with employment, including workers’ compensation benefits, and I will be responsible for my own insurance coverage in the event of personal injury or illness that may result from any services I provide in association with the Event. I understand that I would not be allowed to participate in the Event without these acknowledgements.

I acknowledge that my participation in the Event involves inherent risks associated with the nature of the activities in which I am participating. Each of these activities may involve some inherent risks, including the potential for death, serious injury or property damage. These activities include, but are not limited to physical labor such as lifting; digging; using wheel barrels; removal of debris, rocks and trash; use of power tools; exposure to natural elements such as wildlife, allergens, plants, temperature or weather conditions; lack of hydration; actions of others including, but not limited to, participants, volunteers, spectators or Sponsors; and other hazards, known or unknown. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 from participating in the Event and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 from participating in the Event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Folsom officers, agents, employees, contractors, or volunteers, and the public. I consent to having my temperature taken prior to the start of my participation in the Event. I agree to assume all risks associated with these activities. I affirm that I am in good health and physically able to perform the activities associated with the Event and have not been advised against participating by a qualified medical professional. I agree to report any injury, accident or illness that may occur during the Event to the Sponsors and give my consent to receive medical treatment which may be deemed advisable.

In consideration of my ability to participate in the Event, on behalf of myself, my executors, administrators, heirs, next of kin, successors, assigns and representatives, I agree to: (A) Protect, defend, indemnify and hold harmless the City of Folsom, its officers, agents, employees, volunteers and all other Sponsors, from and against any and all claims or causes of action for death, personal injury or property damage arising out of, resulting from or in any way related to my participation in the Event; (B) Waive, release from all liability, and forever discharge the entities and individuals mentioned above from any and all claims and demands of any kind, nature and description whatsoever, and any and all liabilities, damages, injuries, actions or causes of action, either at law or in equity, which I have or may have in the future arising out of or in any way related to or connected with my participation in the Event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault. I acknowledge and agree that this release applies to all claims for death, injury, damage or loss to my person and property, whether known or unknown, foreseen or unforeseen, or patent or latent, and I hereby waive application of California Civil Code Section 1542. I understand and acknowledge that the significance and consequence of this waiver is that even if I should eventually suffer additional damages arising out of my participation in the Event, I will not be able to make any claim for those damages. I acknowledge that I intend these consequences even as to claims for damages that may exist as of the date of this release but which I do not know existed, and which, if known, would materially affect my decision to execute this release. I certify that I have read the following provisions of California Civil Code Section 1542: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”** And indicate that fact by placing my initials here: _____
(Initials of Parent or Legal Guardian if under 18)

I understand that photographs may be taken during the course of the Event and I voluntarily consent that pictures, videos, or film likenesses of me may be taken and used for any legitimate purpose by the City or other Sponsors including the newspaper, press releases, social media sites and other media.

I acknowledge that this document shall be construed broadly to provide a waiver, release of liability, assumption of risk and hold harmless agreement to the maximum extent permitted by law. I understand that by signing this document I am freeing the City of Folsom, its officers, agents, employees, volunteers and all other Sponsors from any liability resulting from my participation in the Event. I understand that if I am injured, this document will be used against me and anyone else claiming injury or damage in any legal action because of my injury.

I have carefully read this entire Waiver and Release and understand its terms and their legal significance. My signature is intended not only to bind myself, but all successors, heirs, representatives, administrators and assigns that I may have. No oral representations, statements or inducements apart from this written agreement have been made.

Print Name _____

Signature _____ Date _____

Age (if under 18) ____ (Parent or Legal Guardian must sign below)

Parent/Legal Guardian Signature _____ Date _____