



RELEASE OF LIABILITY, INDEMNIFICATION, AND ASSUMPTION OF RISK

WARNING: BY SIGNING THIS FORM, YOU GIVE UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY BEFORE YOU SIGN!

RISKS OF ACTIVITY. The undersigned agree and understand that taking part in the tour of the Victor Valley Wastewater Reclamation Authority facility located at 20111 Shay Rd., Victorville, CA 92392 (the “Event”) can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.** The undersigned acknowledge that the Event takes place at an industrial facility which may be dangerous and fully realize the risks and dangers of participating in the Event, which include, but are not limited to: impacts; collisions with objects or other participants; slips and falls; equipment failure and/or defects; operator error; mental distress from exposure to any of the above; and negligence of others. **THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.**

RELEASE, INDEMNIFICATION, AND ASSUMPTION OF RISK. In consideration of the undersigned being permitted to participate in the Event, the undersigned agree as follows:

- (a) **RELEASE.** The undersigned hereby irrevocably and unconditionally release, forever discharge, and agree not to sue or bring any other legal action against the Victor Valley Wastewater Reclamation Authority (“VWRA”) its directors; officers; officials; employees; volunteers; representatives; agents; assignees; successors in interest; affiliated organizations; insurance carriers; event holders; and sponsors (“Released Parties”) with respect to any and all claims and causes of action of any nature, whether currently known or unknown, which the undersigned, or any of them, have or which could be asserted on behalf of the undersigned in connection with participation in the Event, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract. The undersigned acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims.
- (b) **INDEMNIFICATION.** The undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, participation in the Event. Such obligation on the part of the undersigned shall survive the period of the undersigned’s participation in the Event.
- (c) **ASSUMPTION OF RISK.** The undersigned agree and understand that there are dangers and risks associated with the participation in the Event and that **INJURIES AND/OR DEATH** may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the undersigned recognize that property loss, injury and death are all possible while participating in the Event. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

