

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 ("VVWRA") 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) <u>INDEMNIFICATION</u>. 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) <u>ASSUMPTION OF RISK</u>. 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.

MINOR ACKNOWLEDGMENT. In the case of a minor participant, the undersigned parent or legal guardian (a) consents to the minor's participation in the Event and (b) acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Event. By signing this Agreement without a parent or legal guardian's signature, participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or legal guardian of the minor participant, each signing adult, under penalty of fraud, represents that he/she is the parent or legal guardian of the minor participant.

<u>MEDICAL CARE</u>. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for participant or to transport participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

<u>CONSENT</u>. Undersigned consents to: (a) having the information in this document collected by event organizers. Certain personal information may be made available to federal and provincial government departments and agencies under appropriate legislative authority. Personal information is protected and will be treated as confidential and (b) the use undersigned's picture or other likeness, or the picture of likeness of the minor participant, in the general public or social media and undersigned waives and releases the use of undersigned's picture or likeness, or the picture of likeness of the minor participant, for any lawful reason or purpose.

MISCELLANEOUS. The undersigned further agree and understand: (a) participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of California, and the exclusive jurisdiction and venue for any claim arising out of this Agreement shall be the state courts located in Riverside, California, and undersigned expressly agree and consent to jurisdiction in said courts; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; and (d) the undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, family, relatives, executors and personal representatives of the undersigned.

I HAVE CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant	Signature of Participant	Date
Printed Name of Parent/Legal Guardian #1	Signature of Parent/Legal Guardian #1	Date
Printed Name of Parent/Legal Guardian #2	Signature of Parent/Legal Guardian #2	Date
Address	Telephone	
Emergency Contact:Name	Telephone Relationship	to Participa

Note: Document to be copied to a single page, front and back.