



**CITY OF EL MONTE
PARKS, RECREATION AND COMMUNITY SERVICES
JACK CRIPPEN MULTIPURPOSE SENIOR GYM
3120 Tyler Avenue, El Monte, CA 91731
WAIVER AND RELEASE OF LIABILITY**



First Name: _____ Last Name: _____

Home Address: _____ City: _____ Zip: _____

Phone (day): _____ Phone (evening): _____

Age: _____ Birthdate: _____ / _____ / _____

Medical/Health Insurance: _____ Doctor's Name/Phone: _____

EMERGENCY CONTACTS

First & Last Names	Relationship to Participant	Phone (day)	Phone (evening)	Phone (pager/cellular)
		()	()	()
		()	()	()

WAIVER, RELEASE AND INDEMNIFICATION

I, _____, an adult over the age of eighteen (18) years, am being granted permission to participate and/or use the City of El Monte Jack Crippen Multipurpose ("Senior Gym") from ("Beginning Date") _____ through _____ ("Ending Date"). This waiver and release of liability form shall have a term commencing from the Beginning Date and shall expire on the Ending Date (hereinafter, the "Term"). Initial _____

I UNDERSTAND AND ACKNOWLEDGE THAT MY PARTICIPATION AND/OR USE OF THE SENIOR GYM IS A POTENTIALLY HAZARDOUS ACTIVITY THAT INVOLVES RISK OF INJURY OR DEATH, INCLUDING ECONOMIC LOSS, which might result not only from my own actions, inactions, or negligence, but also from the actions, inaction, or negligence of others, or the condition of the facilities or equipment. I ASSUME ANY AND ALL RISKS associated with my participation and/or use of the Senior Gym. Specific risks range from one activity to another, and might include: a) minor injuries such as scratches, bruises, and sprains; b) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and c) catastrophic injuries including paralysis and death. Additional potential risks and injuries may include: falls, lifting or carrying of objects; improper use of equipment and/or defective equipment. ALL SUCH RISKS ARE KNOWN AND ACKNOWLEDGED BY ME. Initial _____

I agree that if I observe any facilities and equipment to be used and believe them to be unsafe, I will immediately advise the supervisory person at the facility. Initial _____

I recognize that certain medical conditions and/or physical conditions known to me may pose a likely and/or foreseeable risk of injury, death or other harm should I participate in any of the activities contemplated herein. By execution of this waiver, release and indemnification, I assume full responsibility for any and all risks posed by any medical condition or physical condition suffered by me whether known or unknown to me. Initial _____

For myself, heirs, personal assigns, and anyone entitled to act on my behalf, do hereby forever waive, release, discharge, and covenant not to sue the City of El Monte, its elected or appointed officials, officers, agents, employees, and other volunteers, and the owner of any private property where events or activities are held, from any and all liability, claims, damages, expenses, and judgments, including attorney's fees, arising from participation and/or use of the Senior Gym. This release, waiver, and indemnification extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown. I further agree that the City of El Monte may take photographs of me participating/volunteering at various events and activities and use such pictures at its discretion for public display or advertising purposes without any compensation to me. Initial _____

For myself, my heirs, personal assigns, and anyone entitled to act on my behalf, assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, or death and damages to my property, real or personal, caused by or arising from participating and/or use of the Senior Gym. Initial _____

For myself, my heirs, personal assigns, and anyone entitled to act on my behalf, agree to forever indemnify and hold the City of El Monte and its officials, employees and agents harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of myself participating and /or utilizing the Senior Gym. I recognize that this waiver and release, assumption of risk and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, agree that the balance shall continue in full legal force and effect and if signing on behalf of an organization, I have the capacity and am duly authorized to enter into this agreement on the organizations behalf. Initial _____

I, the undersigned, consent to have myself photographed, interviewed, and/or videotaped by representatives of the City and its affiliated entities. The City and its affiliated entities may use the images/likeness for the production of El Monte Channel 3 programming. With respect to all photos, videotaping and audio records, and any reproductions of same in any medium, including the City's websites, I hereby irrevocably consent to and authorize their use by the City and its affiliated entities for reproduction, distribution, and exhibition for any purpose and in any medium whatsoever including (but not limited to) publication and exhibition for educational purposes, without any compensation or notice to me. Initial _____

I understand and agree that such materials, including all negatives, positives, and prints, shall become and remain the sole property of the City and I shall have no right or title to such items. I further understand and agree that these materials may be kept on file and/or used by the City for potential future use and further agree to release the City and its affiliated entities from any and all liability arising from or in connection with taking, use, publication, or dissemination of such materials. Initial _____

THIS DOCUMENT RELIEVES THE CITY AND OTHERS FROM LIABILITY FROM PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO SUE, AND I SIGN VOLUNTARILY.

I HAVE READ, UNDERSTAND AND AGREE TO THE FOREGOING and certify my agreement by my signature below. Initial _____

I HAVE RECEIVED A COPY OF THE GYM RULES AND CERTIFY THAT I WILL ABIDE BY SENIOR GYM RULES. Initial _____

Participant Name: _____ Participant Signature: _____ Date: _____