

**CITY OF PALM SPRINGS
WAIVER, RELEASE, HOLD HARMLESS AGREEMENT**

THIS FORM IS AN IMPORTANT LEGAL DOCUMENT. READ IT CAREFULLY AND SIGN BELOW. COMPLETION OF THIS FORM IS NECESSARY IN ORDER TO PARTICIPATE IN THE SPORTS PROGRAM. I UNDERSTAND THE DECISION TO ENROLL MY CHILD IN THIS SPORTS PROGRAM IS OPTIONAL AND VOLUNTARY.

I, _____ (FULL NAME), am the parent or legal guardian of _____
("Participant").

I understand that the _____ ("Activity") is not a City of Palm Springs ("City") program and I waive any and all potential claims against the City which may result from the Activity. The City's utmost concern is for the health and safety of all its residents during the COVID-19 pandemic. Because of the enhanced coronavirus risks, the City requires your acknowledgement of the enhanced risk and agreement to the following additional representations, waivers, releases and indemnifications.

I recognize that the risk of this Activity is currently enhanced because of the COVID-19 pandemic. Knowing the enhanced risks, I certify that I am fully informed and voluntarily consent to Participant's participation in the Activity. I acknowledge that Participant's participation is voluntary and undertaken with full assumption of all risks associated with possible COVID-19 exposure. I freely and voluntarily assume all risks, known and unknown arising from participation in the Activity, including the risk from coronavirus. I assume full responsibility for sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, loss of employment and all related costs and expenses.

I understand that the Activity is not a City-run program and, therefore, to the fullest extent permitted by law, I agree to release, discharge and agree not to sue the City for any injury, death or damage to or loss of personal property arising out of, or in connection with, Participant's participation in the Activity.

I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City from any and all claims, demands actions or suits arising out of or in connection with Participant's participation in the Activity.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date

Signature/ Parent or Guardian
(If under age 18)

DECLARATION

I, _____, declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of Participant. I further declare that I shall indemnify and hold harmless the City of Palm Springs from and against any and all Claims resulting from, incident to, or arising out of Participant's participation in the Activity, any and all risks assumed by Minor and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

By: _____
Signature of Parent/Legal Guardian

Name: _____
Printed Name of Parent/Legal Guardian
City of Palm Springs