



City of Imperial Beach, California

OFFICE OF THE MAYOR

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

WAIVER & RELEASE OF LIABILITY

IN CONSIDERATION OF _____ (“Participant”) being permitted to participate in the 3k Beach Walk/Run, Imperial Beach Pier Swim & Paddle & Mayor’s Breakfast, and all related activities (collectively, “Activities”) at the Dempsey Holder Safety Center (Imperial Beach Lifeguard Tower) taking place on July 15, 2016, in Imperial Beach, California (“Event”), Participant (or, if Participant is a minor, Participant’s parent or legal guardian), his or her heirs, assignees, guardians, conservators, or legal representatives hereby release, waive, discharge and covenant not to sue the City of Imperial Beach (the “City”) or any of its respective officers, affiliates, employees, agents, contractors, or volunteers, and all other event personnel whether volunteers or paid staff, (hereinafter referred to as the “Released Parties”) for any and all liability, claims, demands, damages, causes of action, losses, or expenses (including attorneys’ fees and expenses) arising from the physical, mental, or emotional injury (ies), or death of the person of Participant or to the property of Participant, whether such injury or death be caused by the negligence of the Released Parties or otherwise while Participant participates in any of the Activities or receives medical treatment as a result of participating in the Activities.

Notwithstanding any other provision of this Release (“Release”), the undersigned assumes full responsibility and releases the Released Parties from any liability whatsoever arising from any injury, damage, or death to Participant where said injury, damage, or death is the result of, or arises from any act or omission upon the part of a City officer, affiliate, employee, agent, contractor, or volunteer while Participant participates in any of the Activities or receives medical treatment as a result of participating in the Activities.

Participant further expressly agrees that this Release 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, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Participant has read and voluntarily signs this Release, and further agrees that no oral representations, statement or inducement apart from the foregoing have been made, and that no City representative shall be authorized to modify this Release.

Participant hereby further consents for the City to photograph the Participant and further consents for the City to use images of the Participant in publication(s)/media in whatever ways they may desire, including audiovisual productions, television and electronic transmission for the purpose of publicizing City activities. Participant consents that such photographs and plates from which they are made shall be the property of the City, and the City shall have the right to duplicate, reproduce and make other uses of such photographs and plates for publicity and publications as they may desire free and clear of any claim whatsoever on Participant or Participant’s parent or legal guardian’s part.

IN SIGNING THIS RELEASE, I HAVE CONSIDERED, UNDERSTAND, AND ASSUME ANY AND ALL RISK inherent in the Activities, including but not limited to, ocean swimming, diving, wading, beach running, surfing, paddling, body surfing, body boarding, boating, or other similar activities including being in close proximity to the pylons of the Imperial Beach pier. **I HEREBY CERTIFY** that no physician, surgeon, or other licensed health care practitioner has advised me, after due inquiry that I, the Participant, should not participate in any of these Activities.

I CERTIFY THAT I HAVE PERSONALLY READ AND UNDERSTAND THIS WAIVER AND RELEASE:

Signature: _____ Date: _____

Email Address: _____

Emergency contact: _____ Phone: _____

(Note: If Participant is a minor child, this Release must be signed above by the parent or legal guardian of such Participant.

Name of parent/legal guardian, if applicable: _____