City of Eureka

Drop-In Roller Skate Program – Adult Waiver

WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Current for the Calendar Year of January 2016-December 2016

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in **Roller Skating** at The Eureka Muni. and related activities, I, for myself, my successor, heirs, assigns, executors, and administrators:

1. Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the event, activity, facility, or area;
2. Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity;
3. Assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in the event or activity;
4. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against the City of Eureka and their agents or employees, and agents attributable to my participation in the event or activity;
5. Release, waive, discharge and relinquish the City of Eureka and their officers, employees, and agents from any liability, loss, damage, claim, demand or cause of action against them arising from or attributable to my participation in the event or activity, whether same shall arise by their negligence or otherwise;
6. Agree that photographs, pictures, slides, movies, or videos may be taken in connection with my participation in the event or activity without compensation from the City of Eureka or their agents and employees and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose;
7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity;
8. Acknowledge that the City of Eureka and Permittee/Sponsor are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the above-named event or activity.

In Case of Emergency

1. NAME: _____ NIGHT PHONE: _____CELL:_____RELATIONSHIP: _____

2. NAME: _____NIGHT PHONE: _____CELL:_____RELATIONSHIP: _____

IMPORTANT:

THIS DOCUMENT RELIEVES THE CITY OF EUREKA AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE.

I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY.

PLEASE PRINT NAME _____
First Last

ADDRESS _____
Street City Zip

DAYTIME PHONE _____EVENING PHONE _____

_____ _____
SIGNATURE DATE

THE CITY OF EUREKA DOES NOT CARRY MEDICAL INSURANCE FOR ANY PROGRAM/CLASS/ACTIVITY