

Winter Wonderland Volunteers:

Release, Waiver and Assumption of Risk

I fully understand that my/my child's participation in the events/programs/classes listed below, exposes me/my child to the risk of personal injury, death or property damage. I hereby acknowledge that I/my child am/is voluntarily participating in this event/program/class and agree to assume any such risks. I hereby release, discharge and agree not to sue the City of Los Alamitos and each of their respective officers, agents, employees, representatives, board members, volunteers and sponsors for any injury, death or damage to or loss of personal property arising out of, or in connection with my/my child's participation in the event/program/class from whatever cause, including the active or passive negligence of City of Los Alamitos and each of their respective officers, agents, employees, representatives, board members, volunteers and sponsors, or any other participants in the event/program/class. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision. In consideration for being permitted to participate in the event/program/class, I hereby agree, for myself, my heirs, administrators, executors, assigns, and agents that I shall indemnify and hold harmless City of Los Alamitos and each of their respective officers, agents, employees, representatives, board members, volunteers and sponsors, from any and all claims, demands, actions or suits arising out of or in connection with my participation in the event/program/class. I also grant my irrevocable right and permission with respect to photographs, videos, motion pictures, and/or sound recordings being taken of myself/my child. I further certify that said person/minor is in good health and has no physical or other impediment which would endanger him/her from participating in such an activity. I hereby consent to any x-ray, examination, anesthetic, medical or surgical diagnosis or treatment and hospital care to be rendered to myself/my child by a physician or hospital selected by staff for any injury or incident arising out of or connect with this event/program/class. The City of Los Alamitos has put into place preventative measures and protocols to protect program participants from the spread of COVID-19 or any infectious diseases; however, the City of Los Alamitos cannot guarantee that you or your child will not become infected with COVID-19 or any infectious diseases. Further, attending the recreation program could increase your risk and your child's risk of contracting COVID-19 or any infectious diseases. By signing this Liability Release and Assumption of Risk, I acknowledge the contagious nature of COVID-19 or any infectious diseases and voluntarily assume the risk that my child and I may be exposed to or infected by COVID-19 or any infectious diseases by attending the recreation program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 or any infectious diseases at the recreation program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the City of Los Alamitos, its officers, agents, and employees, and other program participants and their families. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any harm, injury, or damage that may befall my child or myself relating to me or my child's attendance to the recreation program. On my behalf, and on behalf of my child, I hereby release, covenant not to sue, discharge, and hold harmless the City of Los Alamitos, its officers, agents, and employees (collectively "Released Parties") from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to my child's attendance to the recreation program ("Claims"). I understand and agree that this Liability Release and Assumption of Risk includes any Claims based on the actions, omissions, or negligence, whether passive or active, of the Released Parties and irrespective of whether a COVID-19 infection occurs before, during, or after me or my child's attendance at the recreation program. I HAVE CAREFULLY READ THIS WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date of Event: Saturday, December 4, 2021

Minor Name (Printed)	Parent / Legal Guardian Name (Printed)	Parent / Legal Guardian (Signature)