

**WAIVER, RELEASE, AND INDEMNITY AGREEMENT
FOR 2021 SWIM LESSONS**

For and in consideration of permitting _____ (print participant name) to participate in **2021 Swim Lessons** and those activities, operations and/or functions associated with the event, in the City of Fresno, County of Fresno, and State of California, beginning on **Monday, June 21, 2021** and ending on **Friday, September 3, 2021** the Undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions for personal injury, property damage or wrongful death occurring to him/herself arising as a result of observing, participating and/or engaging in activities, operations and/or functions or any incidental thereto wherever or however the same may occur and for whatever period said activities of **2021 Swim Lessons** (event) may continue, and the Undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise from him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs executors, administrators and assigned prosecute, present any claim for personal injury, property damage or wrongful death against the City of Fresno and the Fresno County Office of Education or any of its officers, agents, servants, or employees for any of said causes of action, whether the same shall arise by the negligence of any said persons, or otherwise. IT IS THE INTENTION OF _____ (print participant name) BY THIS INSTRUMENT, TO HAVE AGREED TO THE ASSUMPTION OF THE RISK AND TO EXEMPT AND RELIEVE THE CITY OF FRESNO AND THE FRESNO COUNTY OFFICE OF EDUCATION, OR ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH SUFFERED BY UNDERSIGNED CAUSED BY PASSIVE OR ACTIVE NEGLIGENCE.

The Undersigned, him/herself, his/her heirs, executors, administrators or assigns to hold harmless, indemnify and defend the City of Fresno, its officials, members, agents and employees against any claims, costs, damages, demands, liability and notices, or any of these, liability and notices, arising out of performance under this agreement regardless of whether the City of Fresno is actively negligent or passively negligent, except for those claims, costs, damages, demands, liability and notices, or any of these, caused solely by the negligence or willful misconduct of the City of Fresno. Additionally, the undersigned voluntarily consents to use of Participant's photograph, name, image and likeness (Recordings), and waives and releases City of Fresno from any and all claims, causes, damages, liabilities and/or actions arising there from and/or relating thereto, whatsoever, provided said use shall be for non-commercial purposes in connection with advertising, administrative, programmatic and promotional activities and materials. In connection therewith, Participant grants a royalty-free, irrevocable permission to use, reproduce, publish, broadcast and distribute the Recordings.

The Undersigned acknowledges that he/she has read the foregoing two paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in the activity, operation and/or function, and is fully aware of the legal consequences of signing the within instrument.

Signature of Participant

Date

Signature of Parent or Guardian

Date

Telephone Number (in case of emergency)