

CITY OF SAN DIEGO

ACKNOWLEDGMENT, WAIVER, AND RELEASE FROM LIABILITY

PLEASE CAREFULLY READ THE FOLLOWING ACKNOWLEDGMENT, WAIVER, AND RELEASE FROM LIABILITY (“Acknowledgment, Waiver, and Release”) BEFORE SIGNING.

For and in consideration of the participation of _____ (print name of participant) in the Youth Creative Dance classes (“Events”), I agree that:

1. My participation in the Events and related activities is voluntary, and I freely choose to participate;
2. I acknowledge that participation in the Events and related activities involves inherent risks that may include the risk of injury, illness, death, and other loss, including property damage;
3. I certify that I am in good health, in proper physical condition, and have not been advised against participation by a qualified health professional;
4. I acknowledge and understand that the willingness of the City of San Diego (“City”) and the various sponsors, organizers, and administrators of the Events and related activities (collectively, the “Organizers”) to permit my participation in the Events and related activities is expressly conditioned on my execution and delivery of this Acknowledgment, Waiver, and Release, and I further acknowledge that the City and Organizers will rely upon the statements made by me herein;
5. I hereby expressly assume and accept all risks associated with my participation in the Events and related activities, including, but not limited to: illness, bodily injury, death, and other loss, including property damage, caused by, arising from, or related to any circumstance, condition, or activity at the Events, including, but not limited to, dance instruction, dancing, physical movement, operating equipment, hazardous conditions, and other participants; all such risks being understood and appreciated by me; and I further acknowledge that these risks include risks that may be the result of the negligence of the City and Organizers or of other persons or entities;
6. I acknowledge that I must exhibit appropriate behavior at all times, demonstrate respect for all individuals and equipment, and participate with a cooperative and positive attitude;

7. I acknowledge that I may be disqualified from participating in the Events and related activities and asked to leave the Events and related activities due to behavioral issues, and agree that I will abide by any decision of an Events, or related activities, official regarding my ability to participate;
8. I understand and agree that the City and Organizers are not responsible for any personal items or property lost or stolen during the Events and related activities;
9. Understanding that my participation in the Events and related activities could involve potential risks of harm, not limited to those specified above, I HEREBY WAIVE, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE CITY OF SAN DIEGO, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND VOLUNTEERS, AND THE ORGANIZERS (“RELEASED PARTIES”), FROM ANY AND ALL CLAIMS, OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, SUITS, DAMAGES, JUDGMENTS, LOSSES, DEMANDS, COSTS, INJURIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES) OF ANY KIND (“CLAIMS”), WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE TO, WHETHER DIRECTLY OR INDIRECTLY, MY PARTICIPATION IN THE EVENTS AND RELATED ACTIVITIES, WHETHER OR NOT SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY, except injury or loss which results from the sole gross negligence or willful or wanton misconduct of one of the RELEASED PARTIES;
10. I FURTHER COVENANT AND AGREE NOT TO SUE THE CITY OF SAN DIEGO FOR ANY CLAIMS THAT I HAVE RELEASED, WAIVED, OR DISCHARGED IN THIS ACKNOWLEDGMENT, WAIVER, AND RELEASE; AND I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SAN DIEGO, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND VOLUNTEERS, AND THE ORGANIZERS, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITY INCURRED as a result of or in any manner, directly or indirectly, related to my participation in the Events and related activities; and
11. I hereby irrevocably grant permission to be photographed, videotaped, or recorded for publicity purposes and grant permission to the City of San Diego and Organizers to use my name and likeness relating to my participation in the Events and related activities, and I waive all claims of compensation to which I may otherwise be entitled.

I HEREBY CERTIFY THAT I AM EIGHTEEN (18) YEARS OR OLDER AND THAT I HAVE READ THIS ACKNOWLEDGEMENT, WAIVER AND RELEASE; I UNDERSTAND AND AGREE TO ITS TERMS AND CONDITIONS.

| | | |
|--------------------------|-----------|-------|
| _____ | _____ | _____ |
| Participant (Print Name) | Signature | Date |

MINOR

I _____ (print name of parent or legal guardian) am the parent or legal guardian of _____ (print participating minor's name) ("Minor") and hereby execute this Acknowledgment, Waiver, and Release for and on behalf of the Minor. I represent that I have the legal capacity and authority to act for and on behalf of the Minor to agree to this Acknowledgment, Waiver, and Release.

I, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN, AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

I ACKNOWLEDGE BY MY SIGNATURE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS THAT ARE SET FORTH IN THIS ACKNOWLEDGMENT, WAIVER, AND RELEASE. I HAVE ENTERED INTO THIS AGREEMENT FREELY AND WITHOUT DURESS.

| | | |
|---------------------------------------|-----------|-------|
| _____ | _____ | _____ |
| Parent or Legal Guardian (Print Name) | Signature | Date |

** An Acknowledgment, Waiver, and Release for a minor will only be accepted with a parent or legal guardian's signature.

AUTHORIZATION FOR MEDICAL TREATMENT OF A MINOR

I, the undersigned parent or legal guardian, understand and agree that the City of San Diego does not provide medical coverage for the Minor, and I WILL BE RESPONSIBLE FOR ANY MEDICAL COSTS INCURRED as a result of the Minor's participation in the Events or related activities.

In accordance with California Family Code section 6910, I give authorization to a physician or surgeon, licensed under the provisions of the Medical Practice Act, for _____
(print Minor's name) to receive care and emergency medical treatment when necessary.

| | | |
|---------------------------------------|-----------|-------|
| _____ | _____ | _____ |
| Parent or Legal Guardian (Print Name) | Signature | Date |

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Phone No. _____

Name: _____ Relationship: _____

Phone No. _____



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