



**COVINA ARBOR DAY EVENT
SATURDAY, MARCH 9, 2019**

**Waiver and Release of Liability,
Assumption of Risk and Indemnity Agreement for Child or Minor**

For and in consideration of the City of Covina permitting (print minor's name) _____ to participate in the above named event on the above stated date and all associated activities included in the event provided to the minor with the sole intent and understanding to participate, the undersigned acknowledges, affirms, represents, and covenants, he/she is of lawful age and is the lawful guardian of named minor and has the sole right and authority to execute this agreement on behalf of the minor in that he/she has not sold, assigned, transferred, conveyed, hypothecated or otherwise disposed of his/her right and authority.

The undersigned, his/her heirs, executors, administrators, successors, assigns, directors or agents, hereby release, waive, discharge and relinquish any actions or causes of action, demands, rights, damages, costs, loss of services, expenses and any and all claims whatsoever, which may hereafter arise for or to minor, himself/herself and for his/her heirs, executors, administrators, successors or assigns and shall not prosecute or present any claim to the City of Covina, its elected officials, directors, officers, agents, employees, Council members, administrators, or any other persons, firms, corporations, associations or partnerships (hereinafter referred to as "releasees") for any causes of action including, but not limited to, losses caused by the active or passive negligence of the releasees.

(Print minor's name) _____ and/or undersigned acknowledges, affirms and understands and assumes all risk inherent in the above mentioned activities and all incidental activities associated therewith and said activities involve a risk of serious physical injury and/or death to minor's person and damage to property and the undersigned is permitting minor to participate with full and complete knowledge of said risks. This waiver and release specifically exempts, relieves and releases the releasees from all liability for personal or bodily injury, including wrongful death and property damage.

The undersigned, for minor and for himself/herself, his/her heirs, executors, successors, administrators or assigns agrees that in the event of any claim of the minor and/or undersigned for personal or bodily injury, property damage or wrongful death against releasees, that the undersigned shall indemnify, defend and hold harmless the releasees, from and against any and all liability, suits, actions, proceedings, judgements, claims, liens, losses, damages (whether in contract or in tort, including personal and bodily injury, death or property damage), costs and expenses, including attorneys' fees, litigation, arbitration and mediations expenses) of every nature or kind which arise from, are caused by, or which are alleged to have arisen from or to have been caused by, or in conjunction with, any and all acts, or omissions, whether negligent or otherwise.

The undersigned acknowledges that he/she has read the foregoing and, has been fully and completely advised concerning the contents and ramifications of the same and is fully aware of legal consequences of signing this document. Based upon the independent evaluation of the risk, I affirm and reaffirm my knowledge and express assumption of the risk and dangers set forth hereinabove and sign this release and waiver of liability freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

Minor's/Child's Name (printed) Birthdate

Parent's/Guardian's Name (printed) Email

Address City Zip Phone

Parent's/Guardian's Signature Date