

WAIVER, RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE

I, _____ (FULL NAME), fully understand that my participation in the **distance-based ASPIRE program** exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

City of Downey is not responsible for any loss, alteration, corruption or other damage to my personal property, including computers, networks and other personal property used as part of my participation in the event/class. **City of Downey** makes no warranty that 1) internet service will be adequate to facilitate the event/class, 2) internet service will be uninterrupted, timely, secure, error-free or virus-free, 3) any information that may be obtained through the event/class will be accurate or reliable and/or 4) that any errors in software will be corrected.

I understand and agree that any material downloaded, viewed or otherwise obtained through the event/class is done at my own risk and I will be solely responsible for any loss or damage to my personal property, including computer systems and networks, or loss of data that results from the use, download and/or viewing of the event/class.

I hereby warrant and agree, that the conditions of my property, both personal and real, are suitable for participation in the event/class and that by participating in the event/class, I assume the risk that such property is not suitable and agree to hold the **City of Downey** harmless from any loss or damage arising from injury to person or property arising from the use of such property in the event/class.

I hereby release, discharge and agree not to sue the **City of Downey** for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the event/class from whatever cause, including the active or passive negligence of **City of Downey** or any other participants in the event/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/class, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless **City of Downey** from any and all claims, demands actions or suits arising out of or in connection with my participation in the event/class.

I understand and agree that the event/class may be recorded for viewing and/or listening by others at a future date. I consent to **City of Downey's** use of audio/video recordings of me during the event/class and that **City of Downey** may use audio/video segments or photograph stills of me for any purpose, including but not limited to news, advertising and promotional purposes, without compensation to me. I hereby release and hold harmless City of Downey from any claims relating to the use of my likeness and image.

I understand and agree that this is an interactive event/class and agree to act reasonably and professionally at all times during my participation. During live sessions, participants will be able to see and hear anything within audio or camera viewing areas. Accordingly, the event/class coordinator may, in his or her sole discretion, mute and/or restrict video access to participants during the session. Where the participant in the event/class is a minor, the parent or legal guardian must monitor the session to ensure the minor is abiding by these and any other rules and regulations established by the event/class coordinator.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date

Signature/ Parent or Guardian
(If under age 18)

DECLARATION

I, _____, declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of Minor. I further declare that I shall indemnify and hold harmless the **City of Downey** from and against any and all Claims resulting from, incident to, or arising out of Minor's participation in the event/class, any and all risks assumed by Minor and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

By: _____
Signature of Parent/Legal Guardian

Name: _____
Printed Name of Parent/Legal Guardian

Student Name: _____ School: _____ Grade: _____

Student Name: _____ School: _____ Grade: _____

Student Name: _____ School: _____ Grade: _____

Student Name: _____ School: _____ Grade: _____