



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

ADOPT-A-TRAIL PROGRAM PARTICIPANT WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, HOLD HARMLESS AGREEMENT, AND PHOTO RELEASE

I am participating in an Adopt-A-Trail Program (“the Event”) as a volunteer. My participation in the Event is strictly voluntary and I understand and agree that I am not employed by the City of Folsom, Friends of Folsom Parkways, or any Event sponsor. I agree to volunteer for the personal satisfaction of doing so, with no expectation of, or desire to receive, any wages or compensation in exchange for my participation. I understand and agree that, as a volunteer, I will not be provided with any benefits traditionally associated with employment and I will be responsible for my own insurance coverage in the event of personal injury or illness that may result from any services I provide in association with the Event. I acknowledge and agree that I am not entitled to workers’ compensation benefits from the City of Folsom or any other Sponsor in association with the Event. I understand that I would not be allowed to participate in the Event without these acknowledgements. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Event.

I understand that participation in the Event involves inherent risks, including the potential for death, serious injury, or property damage. The risks include, but are not limited to, those caused by terrain; exposure to natural elements such as wildlife, plants, allergens, temperature, or weather conditions; actions of others including, but not limited to participants, volunteers, spectators, Event officials or Sponsors; lack of hydration; operation of tools and equipment; and other hazards, known or unknown. I affirm that I am in good health, physically able to perform activities associated with the Event, and have not been advised against participating by a qualified medical professional. **I am voluntarily participating in the Event and I agree to assume all risks associated with participating in the Event.**

In further consideration for my ability to participate in the Event, on behalf of myself, my executors, administrators, heirs, next of kin, successors, assigns, and representatives, I agree to: (A) Protect, defend, indemnify, and hold harmless the City of Folsom, its officers, agents, employees, volunteers, Friends of Folsom Parkways, and all other Sponsors, from and against any and all claims or causes of action for death, personal injury, or property damage arising out of, resulting from, or in any way related to my participation in the Event; (B) Waive, release from all liability, and forever discharge the entities and individuals mentioned above from any and all claims and demands of any kind, nature, and description whatsoever, and any and all liabilities, damages, injuries, actions or causes of action, either at law or in equity, which I have or may have in the future arising out of or in any way related to or connected with participation in the Event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault. I acknowledge and agree that this release applies to all claims for death, injury, damage, or loss to my person and property, whether known or unknown, foreseen or unforeseen, patent or latent, and I hereby waive application of California Civil Code Section 1542 on behalf of myself. I understand and acknowledge that the significance and consequence of this waiver is that even if I should eventually suffer damages arising out of participation in the Event, I will not be able to make any claim for those damages. I acknowledge that I intend these consequences even as to claims for damages that may exist as of the date of this release but which I do not know exist, and which, if known, would materially affect my decision to execute this release. I certify that I have read the following provisions of California Civil Code Section 1542: **“A general release does not extend to claims which**

the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”
And indicate that fact by placing my initials here: _____ **(Initials of Parent or Legal Guardian if under 18)**

I understand that photographs may be taken during the course of the Event or related activities and I voluntarily consent that pictures, videos, or film likenesses of me may be used for any legitimate purpose by the City of Folsom, Friends of Folsom Parkways, or other Sponsors.

I understand and agree that this document shall be construed broadly to provide a waiver, release of liability, assumption of risk, and hold harmless agreement to the maximum extent permitted by law. I understand that by signing this document I am freeing the City of Folsom, its officers, agents, employees, volunteers and all other Sponsors from any liability resulting from my participation in the Event. I understand that if I am injured, this document will be used against me and anyone else claiming injury or damage in any legal action because of my injury.

I have carefully read this entire two-page Waiver and Release and understand its terms and their legal significance. My signature is intended not only to bind myself, but all successors, heirs, representatives, administrators and assigns that I may have. No oral representations, statements or inducements apart from this written agreement have been made.

Print Name _____

Signature _____ Date _____

Age (if under 18) ____ (Parent or Legal Guardian must sign below)

Parent/Legal Guardian Signature _____ Date _____