



CITY OF MOUNTAIN VIEW

Finance and Administrative Services Department • Risk Management Division
500 Castro Street • Post Office Box 7540 • Mountain View, California 94039-7540 • 650-903-6060 • FAX 650-968-5472

VOLUNTARY ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I, _____ have made a request to be permitted on the City of Mountain View's property at _____ for the period of _____ to conduct a specific work / educational project.

The City of Mountain View is willing to allow me onto City property if I agree to the following conditions: I hereby waive, release and discharge any and all claims for death, personal injury, or property damage against the City of Mountain View, its officers, officials, employees and volunteers that I may sustain or may accrue as a result of my presence on and travel to and from City property. I understand and agree that this waiver and release includes claims or damages caused in whole or in part by the negligent acts or omissions of the City, its officers, officials, employees and volunteers.

In addition, I agree to indemnify, defend and hold harmless the City, its officers, officials, employees and volunteers from any and all liabilities for claims, loss, demands, injury or damages or actions that arise out of or relate to my participation of the work / educational project on my own behalf or on behalf of a client.

I also agree that in the event of a loss due to my operation and completion of the project I shall look solely to my own insurance coverage for recovery. My insurance coverage is primary and non-contributory. I agree to a waiver of any right to subrogation which any such insurer I may have contracted with against the City by virtue of the payment of any loss under such insurance.

I have carefully read this release form and I fully understand the terms used in it and their legal significance. I understand that this Release is a legally binding contract between the City and me. I am fully competent to enter this release. If you are a minor a parent/guardian signature is required. No oral representations or inducements have been made to me to sign this Release. I understand that while working on this project I am not an agent of the City.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY BEFORE SIGNING.

Signature Date

Name and Address (print) Phone Number

TO BE COMPLETED BY PARENT OR GUARDIAN OF MINOR:

I have fully read this Agreement and fully understand its content. Furthermore, the significance of this release of liability and assumption of risk Agreement has been EXPLAINED TO THE MINOR.

Signature of Parent/Guardian Date

Name and Address (print) Phone Number