Participant's Name: _____
Print Name

CITY OF FILLMORE
WALKING/RUNNING FITNESS PROGRAM – F.U.S.D. - TRACK USE

Waiver of Liability, Assumption of Risks, and Indemnity Agreement

Waiver and Release: In consideration of being permitted to participate in the use of the Fillmore High School running track ("Track") as part of the City Recreation Department's track use pilot program ("Activity"), I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the City of Fillmore, its officers, board members, employees, and agents from liability from any and all claims, including, without limitation, the negligence or gross negligence of the City of Fillmore, its officers, board members, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, related to, but not limited to, participation in the Activity. In the event that I am injured, I agree to assume all financial obligations for any medical costs that I incur. The City of Fillmore assumes no responsibility for any medical expenses, injury, or property damage suffered by me in connection with my participation in the Activity.

_____	_____	_____	_____
Signature of Parent/Guardian of Minor	Date	Signature of Participant	Date

Assumption of Risks: Participation in the Activity and use of the Track carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. For example, participants will be engaged in the strenuous sport of running or jogging, that involve physical exertion. Although the specific risks vary from one activity to another, the risks range from (1) minor injuries such as scratches, bruises, dehydration, and sprains; (2) major injuries such as joint or back injuries, broken bones, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in track use and participating in the Activity. I hereby assert and affirm that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD the City of Fillmore HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought or incurred as a result, direct or indirect, of my involvement in the Activity or the use of the Track, and to reimburse the City of Fillmore for any such expenses incurred.

Severability: I further expressly agree that the foregoing waiver, release and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect to the maximum extent permitted by law.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risks, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature to completely and unconditionally release the City of Fillmore from all liability to the greatest extent allowed by law.

_____	_____	_____	_____
Signature of Parent/Guardian of Minor	Date	Signature of Participant	Date

Participant's Age (if minor): _____