

Last Name _____

2018 CORONA AUTO X RELEASE AND HOLD HARMLESS AGREEMENT FOR THE CITY OF CORONA

I have voluntarily requested the City of Corona ("City") to allow me to enter and use the City's premises, facilities, equipment, supplies and apparatus in order to participate in courses conducted on City premises and facilities ("Activities"). I hereby acknowledge, understand and agree that the City is allowing the use of said City facilities for my benefit, but that the Activities are not being provided, sponsored, or endorsed by the City. I also acknowledge, understand and agree that by entering the City's premises and facilities, as well as using its equipment, supplies and apparatus, I may be exposed to risks of damage to my person or property, including, but not limited to, death. I understand, acknowledge and agree that such damage may be caused, either directly or indirectly, in whole or in part, by the fact I will be participating in the Activities.

I HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE that I am fully aware of the risks and hazards inherent in entering the City's premises and facilities, as well as using the equipment, supplies and apparatus involved in the Activities, and I agree to accept and assume full responsibility for any and all risks of damage, injury, or death resulting to me or my property while participating in the Activities, whether while using City equipment, supplies and apparatus or while in or on City facilities or premises, whether the risks are known or unknown to me. _____ (Initial)

I HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE, in consideration for the City allowing me to participate in the Activities, that I, my personal representatives, heirs, next-of-kin and assigns (collectively the "Releasers") hereby release, waive, discharge and covenant not to sue the City and its officials, officers, employees, volunteers and agents from and for any and all liability for any loss or damage to me or the other Releasers, and from and for any claim or demands therefor on account of injury to the person or property of me or the other Releasers, including death, whether caused by the negligence of me, the City, the Corona Firefighters' Association, other participants in the Activities, or anyone else while I participate in the Activities, whether or not using City equipment, supplies and apparatus or while in or on City facilities or premises, whether the risks are known or unknown to me. _____ (Initial)

I HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE to release on my behalf and on behalf of the Releasers any and all unknown claims. I understand and agree that the released claims include not only claims presently known to me and/or the Releasers, but also include all known and unknown, suspected and unsuspected, claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the claims released herein. I understand that I and/or the Releasers may hereafter discover facts different from what I/they now believe to be true, which if known, could have materially affected the terms of this Agreement, but we (the Releasers and I) nevertheless waive and relinquish any claims or rights based on different or additional facts. With respect to the released claims, I knowingly and voluntarily waive and relinquish any and all rights or benefits that I and/or the Releasers may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

_____ (Initial)

I HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE to defend, indemnify, save and hold free and harmless the City and its officials, officers, employees, volunteers and agents from any and all liability from loss, damage, cost or injury, including wrongful death, to any property or persons, including third parties, in any manner arising out of or incident to any acts, omissions or willful misconduct of me

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while I participate in the Activities, whether while using City equipment, supplies and apparatus or while in or on City facilities or premises, including without limitation the payment of attorneys' fees. Further, I shall defend at my own expense, including attorneys' fees, the City and its officials, officers, employees, volunteers and agents in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct. _____ (Initial)

I HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE that this release, waiver and indemnity 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.

_____ (Initial)

I HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE that I have read and voluntarily sign this release, waiver and indemnity certification, and further agree that no oral representations, statements or inducements apart from the foregoing written certification have been made. _____ (Initial)

I HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE that this release, waiver and indemnity certification shall be binding on me and my personal representatives, heirs, assigns and next-of-kin. _____ (Initial)

I HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE that I am age 18 or older, and that I will strictly abide by all safety requirements and other instructions given to me by any and all City personnel and/or Corona Firefighter Association training instructors during my participation in the Activities. _____ (Initial)

I HAVE CAREFULLY READ, UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE, WAIVER AND INDEMNITY CERTIFICATION. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS RELEASE, WAIVER AND INDEMNIFY CERTIFICATION. I HAVE AGREED TO SIGN THIS CERTIFICATION OF MY OWN FREE WILL. I UNDERSTAND THAT I MAY SEEK THE ADVICE OF AN ATTORNEY IN ANY MATTER CONNECTED WITH THIS RELEASE, WAIVER AND INDEMNITY CERTIFICATION BEFORE SIGNING.

Participant:

By: _____

Date

Signature

Print Name

Reviewed and Accepted:

By: _____

Date