

WAIVER OF LIABILITY AND RELEASE OF ALL CLAIMS



Activity: Cupertino Earth & Arbor Day Festival **Date:** April 20, 2024

Location: Cupertino Library Park Field

In consideration for being allowed to participate in this Activity, as identified above, including travel to and from the Activity, I, on behalf of myself, my successors, heirs and assignees, agree to release the City of Cupertino from and against any and all liability arising from or resulting from my participation in the Activity.

I, _____ voluntarily and without duress agree to hold harmless City, its officers, officials, employees, agents, servants and volunteers from and against any claims, loss, liability, demands, damage, and expense to the extent arising from my participation in the Cupertino Earth Day and Arbor Day Festival offered by the City of Cupertino. I enter into this agreement voluntarily and without duress and agree to assume any risk of harm that may result from my participation in the Activity.

To the extent permitted by law, I hereby waive, release and discharge any and all claims for damages for death, personal injury or property damage which I may have, or which hereafter accrue to me, including but not limited to my successors, heirs and assignees against the City of Cupertino as a result of my participation, including any transportation in any city vehicle. This release is intended to discharge the City, its officers, officials, employees, agents, servants and volunteers, from and against any liability arising out of or connected in any way with my participation. I understand that this release discharges City from any liability or claim with respect to any bodily injury, personal injury, illness or death that may result from volunteer’s activities. I expressly agree that this release is intended to be as broad and inclusive as permitted by law. I further understand that accidents and injuries can arise; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless all those mentioned above who might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

Name of Participant (please print)

Signature of Participant

Date

As the parent or guardian of the above- named minor, I also agree to the terms of this release and assumption of risk.

Name of Parent or Guardian (please print)

Signature of Parent or Guardian

Date