



CITY OF REDDING POLICIES, WAIVER, RELEASE OF LIABILITY AND DISCLAIMER

NOTE:

For individuals needing special accommodation to participate in the activities sponsored by the City of Redding, please notify the Division at least (5) five working days prior to the first day of attendance. It's recommended that all participants carry their own insurance coverage.

WAIVER:

In consideration for being allowed to participate in City of Redding recreational programs, I accept the terms and conditions required for participation, and agree to indemnify and hold harmless the City of Redding, its employees, agents, volunteers, officials and officers (collectively the "City") from and against any injury, damage, claims, actions or suits arising out of my participation, or that of the child listed below, including those caused by negligence of the City and/or any dangerous condition of property of the City and further agree to defend and indemnify the City from and against any injury, damage, claims, actions or suits arising out of or connected with my participation or that of the child listed below. I further agree to take responsibility to insure all registered minor child(ren) and assume all risks for any injuries received. I expressly acknowledge that there are risks to my health and safety, or that of the child listed below, and agree to be responsible for all costs and expenses incurred.

I further represent and warrant that I am advised of the existence of California Civil Code § 1542, 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.

Notwithstanding this provision, this will constitute a full release in accordance with its terms. I knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of my participation or that of the child listed below.

REFUNDS:

Full refunds will be processed for any activity cancelled by Redding Recreation.

Refunds or transfers for any other reason must be requested seven (7) days prior to the first day of the program. A \$7.00 CANCELLATION FEE will be deducted from each program *refunded*. Refunds take approximately three weeks for processing.

CONSENT TO PHOTOGRAPH, FILM, OR RECORD:

Adults, and minor child(ren) registered by an adult, agree to allow designated City of Redding Staff to photograph, film, or voice record them during Redding Recreation activities/classes for use in promotional materials, publications, website, and any other informational pieces.

SEVERABILITY:

If any term clause or provision of this Waiver, Release of Liability and Disclaimer is held to be illegal, invalid or unenforceable, the remainder of this Release of Liability shall not be affected thereby, and shall be enforceable to the fullest extent permitted by law. I have read and understand the above agreement and fully assume all risks for any injuries. It is understood that the City of Redding does not provide health or accident insurance for participants. Consent is given for the leader in charge to perform first-aid or take any other emergency action he/she deems necessary in his/her best judgment.

Participant Name(s) (Please Print)

Parent/Participant Signature

Date

Parent Name (Please Print)