



Mission Trails Regional Park Foundation Waiver of Liability

Child's Name: _____ Age: _____ Male Female Non-Binary

Parent/Guardian Name: _____ Relationship to Child: _____

Address: _____ City: _____ Zip: _____

Primary Phone #: _____ Cell # _____ May we text message you? Y N

Email Address: _____ Allergies? _____

Emergency Contact: _____ Relationship to Child: _____

Program Name: _____

IF THE PARTICIPANT IS A MINOR, their custodial parent must read and execute the following agreement.

1. Voluntary Participation

I voluntarily apply and agree to participate in the above-listed Youth Education Program of the Mission Trails Regional Park Foundation and/or to have my minor child(ren) participate in the listed Youth Education Program of the Mission Trails Regional Park Foundation. I understand and acknowledge that while I or my minor child(ren) are participating in the Youth Education Program of the Mission Trails Regional Park Foundation, an activity leader designated by the Mission Trails Regional Park Foundation, or its associated programs will guide/supervise me/my minor child. I or my minor child agrees to wear protective outdoor clothing, closed-toe shoes, gloves, and/or other appropriate apparel. I represent that I or my minor child are: (1) in good physical condition and emotional health, (2) not suffering from any condition, disease, or disability that can hinder or endanger my participation in these activities, and (3) capable of participating in these activities without significant accommodation.

2. Assumption of Risk

I AM AWARE AND I ACKNOWLEDGE THAT THIS PROGRAM/ACTIVITY MAY POSE SOME RISK OF INJURY OR DEATH TO A PARTICIPANT. I AM VOLUNTARILY PARTICIPATING IN THIS PROGRAM/ACTIVITY, OR ALLOWING MY CHILD TO PARTICIPATE, WITH KNOWLEDGE OF THE RISKS INVOLVED.

INITIALS OF PARTICIPANT OR PARENT/GUARDIAN OF MINOR PARTICIPANT: _____

I/we acknowledge, accept and understand that the risks, hazards and dangers associated with my/our participation may be caused by unforeseen events or circumstances; known or unknown risks, hazards or other dangers; adverse weather; slips, trips and falls; property damage or loss; or, by the action, inaction or negligence of other people or by me/us.

3. Release of Liability

In consideration for my/our being permitted to participate in this Mission Trails Regional Park Foundation Youth Education Program activity, I/we hereby certify, declare, represent, warrant and acknowledge, on behalf of myself/ourselves, my minor child and my/our representatives, assignees, guardians, executors, heirs, next of kin and legal representatives, that I/we desire to and do hereby COVENANT NOT TO SUE, AND FOREVER RELEASE, WAIVE AND DISCHARGE ALL CLAIMS AGAINST, the Mission Trails Regional Park Foundation and its officers, employees, contractors, agents and representatives (collectively, the "Released Parties") from and for any and all financial and other responsibility and liability for any and all personal injury (including death), losses, property damage, other injuries, damages, costs or expenses (the "Claims") I/we or others may or have or will incur or suffer as a result of my/our involvement in any Mission Trails Regional Park Foundation Youth Education Program affiliated activities, even when resulting from the negligence, the actions or inactions of the Mission Trails Regional Park Foundation or any of the Released Parties. This release does not apply to Claims that are directly caused by the sole gross negligence or willful misconduct of the Mission Trails Regional Park Foundation or that are directly caused by the sole gross negligence or willful misconduct of any of the Released Parties.

I hereby warrant that I am the legal guardian or custodial parent of the above-named minor child(ren), and agree, on my own and said Minor's or Minors' behalf, to the terms and conditions of the foregoing agreement. By signing this RELEASE OF LIABILITY, I represent that I have read, understood and voluntarily agreed to abide by its terms and conditions.

SIGN HERE: _____

4. Emergency Contacts and Medical Information

Parent/Guardian Name 1: _____ Relationship to Child: _____

Primary Phone #: _____ Cell #: _____

Parent/Guardian Name 2: _____ Relationship to Child: _____

Primary Phone #: _____ Cell #: _____

If we cannot be reached in an emergency, please contact:

Name: _____

Phone: _____ Relationship to Child: _____

Name: _____

Phone: _____ Relationship to Child: _____

Physician or HMO: _____

Physician Phone: _____

List any restrictions to medical treatment:

Special Medications, Pertinent Information or Special Instructions:

Allergies to Foods or Medications:

AUTHORIZATION TO TREAT MINOR

I, _____, am the [parent/guardian or parent/guardian having legal custody or guardian or caregiver and a relative] of _____, a minor ("Minor"). Under Family Code Section 6550, I may authorize medical and dental care for the aforementioned child. I understand that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required, but it is given to provide authority and power to render care which the aforementioned physician, surgeon or dentist in the exercise of his or her judgment, may deem advisable for the Minor. Further, I understand the Minor will be participating in a hazardous recreational activity that may result in injury. I agree to pay for the Minor's medical expenses, including the cost of emergency medical services, if he or she is injured. **I understand that an effort will be made to contact me prior to rendering treatment, but any of the above treatment or emergency services will not be withheld if I can not be reached.**

SIGN HERE: _____

5. Media Release

I give the Mission Trails Regional Park Foundation perpetual, unlimited, royalty-free, non-revocable right to use any and all photographic, digital and electronic images and video or audio recordings of me and/or my child(ren) that are made by the Mission Trails Regional Park Foundation or its representatives during my/my child(ren)'s participation in this Youth Education Program activity including royalties, proceeds or other benefits from use of the photographs or recordings. I give the Mission Trails Regional Park Foundation permission to make photographs, videotapes, films or other likenesses of me, my child(ren) or legal ward. I hereby grant to the Mission Trails Regional Park Foundation the unrestricted right to copyright any of the above-mentioned materials containing images of me or my child(ren), as

well as the unrestricted right to use and reuse them, with their caption information, in whole or in part, in any manner, for any purpose and in any medium now known or hereinafter invented. These rights include, but are not limited to, the right to publish, copy, distribute, alter, license and publicly display these materials and images for editorial, trade, marketing and/or advertising purposes, I understand and agree that I will not be paid for any use described above. I also waive, and release and discharge the Mission Trails Regional Park Foundation, its officers, employees and/or agents from, any and all claims arising out of or in connection with any use of the materials, caption information and images described above, including any and all claims for libel, defamation and/or invasion of privacy or publicity. I realize I cannot withdraw my consent after I sign this form and realize this form is binding on me and my heirs, legal representative and assigns.

SIGN HERE: _____

BY SIGNING BELOW, I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND AND AFFIRM ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE MISSION TRAILS REGIONAL PARK FOUNDATION AND SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT THIS RELEASE WILL REMAIN IN EFFECT AT ALL TIMES WHILE I OR MY CHILD PARTICIPATES IN THE YOUTH EDUCATION PROGRAM.

PRINT CHILD'S NAME HERE: _____

PRINT NAME HERE: _____

SIGN NAME HERE: _____

DATE: _____