



## TERMS & CONDITIONS

The City of Palmdale, Parks and Recreation Department is committed to respecting and protecting your privacy rights when visiting any page of our Website, [www.cityofpalmdaleca.gov](http://www.cityofpalmdaleca.gov). To protect your Personal Information, the City of Palmdale, Parks and Recreation Department has created the guidelines outlined below, which explain the kinds of information the website collects, how it is used, the conditions under which it is made available to third parties, how information is maintained and our compliance with the Children's Online Privacy Act. Your use of the website indicates your acceptance of and agreement with the terms and conditions of this Privacy Policy.

## GENERAL RELEASE:

**NOTICE:** By participating, guests acknowledge that they are voluntarily participating in hazardous recreational activities and assume any and all risk. The City of Palmdale is not responsible for injuries sustained from use of city facilities. Photographers employed by the City periodically visit our program sites and take photos of participants enrolled in our programs and using City facilities. These photos may be used for promotional purposes in City publications. If applicable, digital photo will be taken of the participant for use on ID card.

**GENERAL RELEASE, WAIVER, AND ASSUMPTION OF RISK:** I am fully aware and understand the potential risk involved with my or my child's participation in this activity. Dangers could include, but are not limited to cuts, broken bones and other debilitating or permanent physical and emotional injury, damage to personal property, or death. I understand that equipment, if any, which may be provided for Participant's protection may be inadequate to prevent serious injury. I also understand that there are potential risks of which I may not presently be aware.

Nevertheless, I acknowledge that I voluntarily elect to participate, or allow my child to participate (hereinafter either is "Participant"), in this program. I hereby agree to assume all risk of injury, damage to persons and property, or death and to hold the City, its elected and appointed officials, officers, employees, agents, and volunteers harmless from any liability for any injuries, or claim for damage, damage to goods, or death that may arise in connection with participation in this program. This Release, Waiver and Assumption of Risk ("Release") also pertains to any actions of the City, its elected and appointed officials, officers, employees, agents, and volunteers (excepting only the sole negligence or willful misconduct of the City) which may have caused or contributed to the injury, damage, or death. This Release shall be binding upon my heirs, executors, administrators, successors, assigns, and dependents as well as myself. I allow Participant to participate freely and voluntarily in this activity and expressly assume all the risk of this activity. In the event of illness, or medical emergency, I authorize and consent to the City, and its agents and employees, to provide, administer, initiate, or obtain any necessary medical treatment for Participant. I hereby agree to assume all risk of injury, damage, or death, and to release, forever discharge and hold the City, its elected and appointed officials, officers, employees, agents, and volunteers harmless from any liability for any injuries, or claim for damage, or death that may arise as a result of medical treatment provided to Participant.

I hereby agree to indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, employees, agents and volunteers, from any and all loss, liability, damage or cost they may incur due to any injury, damage, death or claims arising from Participant's presence in, upon or about City premises or facilities or equipment or participation in the activity, whether by City's negligence, Participant's negligence, another participant's negligence, or otherwise.



I, on behalf of Participant, hereby grant and convey to the City all right, title and interest in any and all photographs, images, video or audio recordings of Participant or likeness or voice made by the City in connection with the Participant's involvement in the activity, including, but not limited to royalties, proceeds, or other benefits derived from such photographs or recordings.

Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

*By accepting this admission, Participant (for itself and its minor children) acknowledges, understands and agrees that they are assuming all risk and liabilities for potential injury arising out of the activity associated with this admission. Participant hereby waives any and all claims against the City. Participant shall also comply with the Terms and Conditions found at [www.cityofpalmdaleca.gov](http://www.cityofpalmdaleca.gov).*