

FIRE DEPARTMENT HEADQUARTERS

530 FIFTH STREET
530/757-5684 FAX:530/757-5685 TDD:530/757-5666



**WAIVER, RELEASE AND INDEMNIFICATION
OF ALL CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE**

This document affects your legal rights. You must read and understand it before signing it.

Name: _____
If under 18 years of age, name of legal guardian: _____
If a conservatee, name of conservator: _____
Address: _____
Telephone No.: _____ Date: _____

ACCEPTANCE OF RISKS

I have made a voluntary request to participate in the Emergency Battery Program of the City of Davis Fire Department. I understand and acknowledge that participation in this program bears certain known risk and unanticipated risk of bodily harm, including death, or damage to my property, including, but not limited to, the possible unavailability of batteries or of inadequately charged or improperly functioning batteries. I agree to assume all responsibility and risk, known or unknown, anticipated or unanticipated, for any bodily harm, including death, or damage to property arising from my participation in this program.

RELEASE, INDEMNITY AND PROMISE NOT TO SUE

1. I hereby voluntarily release and forever discharge the City of Davis, its agents, officers and employees from any liability related to my participation in this program for any injury, death, illness or disease, and damage to myself or to my property, whether caused by City's negligence or otherwise.
2. I further agree not to sue, assert or otherwise maintain any claim against the City of Davis, its agents, officers and employees for any injury, death, illness or disease or damage to myself or to my property related to my participation in this activity.
3. I further agree that this Waiver, Release and Indemnification of All Claims for Personal Injury and Property Damage is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.



4. I further agree that this Waiver, Release and Indemnification of All Claims for Personal Injury and Property Damage shall be binding on my heirs, successors and assigns.

5. I further agree to hold harmless, defend and indemnify the City of Davis, its agents, officers and employees from all costs, including attorney's fees, incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to any person other than myself in the course of my participation in this program.

I have carefully read this Waiver, Release and Indemnification of All Claims for Personal Injury and Property Damage and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the City of Davis. I am signing of my own free will and intend by my signature for this to be a complete and unconditional release of all liability.

Signature of Participant: _____

Date: _____

CONSENT, AGREEMENT AND INDEMNITY BY LEGAL GUARDIAN OR CONSERVATOR

I, _____, the legal guardian/conservator of _____, a minor/conservatee, hereby consent to said minor's/conservatee's participation in this activity. My signature below indicates that I have read this entire document, understand it completely, and that I, too, agree to be bound by its terms.

Signature of Legal Guardian/Conservator: _____

Date: _____