



Liability Waiver

Effective Dates: September 1, 2023 through August 31, 2024

This liability waiver covers all activities and classes in the Parks & Community Services Rec Guide for **Fall 2023, Winter 2024, Spring 2024, and Summer 2024**. It also covers activities published in the **Adaptive Recreation Activity Calendar** and **Scene Newsletter**. Additional program/activity permission slips may also be required.

Each person age 18 and over in the household, listed in the Participant’s Information Section below, must sign and date this form.

Participant’s Information				
First and Last Name	M/F/Non-Binary	Grade as of 9/1/2023	Date of Birth	ADA Assistance Needed
1.				
2.				
3.				
4.				
5.				

Household Information – Primary Contact

First Name _____ **Last Name** _____ **Email address** _____

Relationship to Minor-aged Participants listed above:
 Mother Father Guardian Other _____

Street Address _____ **City** _____ **State** _____ **Zip** _____

Primary Phone **Cell** **Home** **Work** **Requested USER ID for online registration (may be modified if already used)** _____

Hold Harmless and Parent/Guardian Indemnify Agreement

Liability Information

In consideration for myself and my minor children being permitted by the City of Davis Parks & Community Services Department to participate in activities described in Rec Guide for Fall 2023, Winter 2024, Spring 2024, and Summer 2024, and activities described in the Adaptive Recreation activity calendars and in the Senior Scene, I hereby waive, release and discharge any and all claims and damages for personal injury, death or property damage which I or my minor children may sustain or which may occur as a result of mine or my minor children’s participation in these activities.

I understand and agree that:

This release is intended to discharge in advance the city, its officers, employees and agents from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with the participation of myself or my minor children in activities.

The described activity may be of hazardous, strenuous, and/or physical nature.

Participation in the described activity may occasionally result in bodily injury, personal injury, sickness, disease, death or property loss or damage, arising from the following circumstances, among others: the activities described in Rec Guide for Fall 2023, Winter 2024, Spring 2024, and Summer 2024, the activities described in the Adaptive Recreation activity calendars and in the Senior Scene, the coronavirus disease (“COVID-19”), and the severe acute respiratory syndrome coronavirus 2 (“SARS-CoV-2”).

Knowing the risk involved, nevertheless, I voluntarily request permission for myself or minor child to participate in the described activity.

Continue to next page →
Signature(s) required on next page

I hereby assume any and all risks of injury, death or property damage and to release and hold harmless the city, its officers, employees & agents, except for their sole negligence or intentional acts.

This waiver, release and assumption of risk are to be binding on the heirs and assigns.

I will indemnify and hold the city harmless from any loss, liability, damage, cost or expense, including litigation, which they may incur as a result of any injury and/or property damage which myself or my minor children may sustain while participating in said activities.

I will make good any loss or damage or cost the city may have to pay if any litigation arises on account of any claim made by said minors or by anyone on said minor's behalf.

In the event that said minor requires medical or surgical treatments while under the supervision of said city personnel in connection with the described activity, such supervision may authorize treatment. I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment.

I expressly permit said minor child to travel by private automobile to activities and events related to the described activity.

Activities are not child care as defined by the State of California.

I understand city staff may photograph or videotape me and/or my minor children and the city may use such photographs or videotapes to promote city programs and classes. I expressly allow, and hereby waive any objection to, the City's photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in a city recreation program. I understand all photos and videotapes will remain the property of the City of Davis.

I understand the City requires additional online emergency and permission documentation for participants enrolled in recreation programs.

I understand the City has the right to cancel or change programming based on inclement weather, mosquito spraying, poor air quality and/or any other natural factors that may alter outdoor programming. I further acknowledge and agree that the City reserves the right to cancel the programming if, in the City's sole discretion, circumstances beyond its control including, without limitation, acts of the government, riots, fires, floods, or other casualty, epidemics, earthquakes, Public Safety Power Shut Offs, or unusually severe weather, necessitate such a cancellation. The City shall provide notice of cancellation under this provision as soon as is practicable and will provide a refund, if applicable.

The City is not responsible for children following the dismissal of a program (except as otherwise noted in specific program areas).

Refund and Transfer Policy:

Please note: all cancellation and transfer requests must be submitted by e-mail to registration@cityofdavis.org. No refunds or credits will be given for refund requests received less than two full business day prior to the class starting date. No refunds or credits will be given for adult sports leagues, swim passes, fitness passes, teen special events or pay by date programs (ex: lap swim/rec swim). Transfers must be for the same participant. *Effective July 1, 2020:*

Refunds:

- 95% refund if requested more 11 business days or more prior to the beginning of the class or program.
- 50% refund if requested 2 to 10 business days prior to the beginning of the class or program.

Transfers:

- Customers who wish to transfer from one class to another may do so up to 11 business days in advance with no charge.
- Transfers requested 1-10 business days in advance will be charged 25% of the cost of the program.

I certify that I have custody or am the legal guardian of said minors by court order, and that I and my minor children are physically able to participate in the described activities. I have carefully read this Waiver of Liability, Medical Release, and Indemnification Agreement 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, and that I sign it of my own free will. The City may accept future phone-in registrations and these provisions.

I also understand the Refund and Transfer Policy, the Behavior Policy and the potential consequences set forth by the City of Davis and agree to such terms.

Printed Name

Signature

Date

Printed Name

Signature

Date