



## Release and Waiver of Liability

This document is a release and waiver of liability and assumption of risk agreement for the participation at the SAMLARC **Fall Family Festival** event located at Central Park, 30842 La Miranda, Rancho Santa Margarita, California, 92688. I understand and acknowledge that these activities, by their very nature, pose the potential risk of serious injury/illness to individuals who participate in such activities. Please bring this completed form to participate in any of the event activities.

Participant Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ Age \_\_\_\_\_

Address: \_\_\_\_\_ (City, Zip) \_\_\_\_\_

Emergency Contact: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ How did you hear about this event? \_\_\_\_\_

I understand and acknowledge that some of the injuries/illness which may result from participating in these activities include but are not limited to, the following:

- Sprains/strains • Fractured bones • Unconsciousness • Head and/or back injuries • Paralysis • Loss of eyesight • Death • Other

I understand and acknowledge that in order to participate in these activities, my son/daughter, spouse and/or self-agree to assume liability and responsibility for any and all potential risks that may be associated with participation in such activities.

I understand, acknowledge and agree that the Rancho Santa Margarita Landscape and Recreation Corporation and First Service Residential, its employees, Boards of Directors, officers, agents or volunteers, shall not be liable for any injury/illness suffered by my son/daughter, spouse and/or self which is incident to and/or associated with preparing for and/or participating in the activity.

### IN FURTHER CONSIDERATION FOR MY MINOR CHILD BEING PERMITTED TO PARTICIPATE IN THE **FALL FAMILY FESTIVAL** EVENT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. I fully understand that my minor child's participation in **Fall Family Festival** exposes my minor child to the risk of property damage, injury or death. I hereby voluntarily assume any such risks to my minor child and agree that my minor child will be participating in **Fall Family Festival** upon the express agreement and understanding that I, on behalf of myself, my minor child and my minor child's heirs and assigns, HEREBY RELEASE, DISCHARGE SAMLARC and FIRST SERVICE RESIDENTIAL, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, the undersigned's minor child, our personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of property damage, personal injury or death, whether caused by the negligence of the releasees or otherwise while the undersigned's minor child is in, upon, about, arriving at or departing from the premises, or any facilities or equipment therein, in order to participate, or while participating, in this SAMLARC-sponsored program. By this agreement, it is my intention to relieve the releasees of any duty to me or to my minor child without limitation, and I assume the entire risk of damage, injury or death, which might occur during or as a result of my minor child's participation in this SAMLARC sponsored program. By this agreement, it is my intention to relieve the releasees of any duty to me or to my minor child without limitation, and I assume the entire risk of damage, injury or death, which might occur during or as a result of my minor child's participation in this program. Further, I waive all provisions of Civil Code Section 1542 which provides:

*"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

2. I understand and agree that a condition of my child's participation in **Fall Family Festival** is that I shall be solely responsible for the supervision of my minor child at all times while my minor child is on or near the premises, and I agree that I shall be solely responsible for my child's adherence to the rules for use of the facilities and/or equipment. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF PROPERTY DAMAGE, BODILY INJURY OR DEATH due to my minor child's failure to follow the rules for use of the facilities while in, about or upon the premises of SAMLARC.

3. THE UNDERSIGNED HEREBY GIVES PERMISSION FOR MY MINOR CHILD TO BE PHOTOGRAPHED as a participant in **Fall Family Festival** for publicity uses including but not limited to newsletters, websites, newspapers, and any and all SAMLARC promotional materials. The undersigned further agrees that he or she will not receive any compensation for such use of his or her likeness, name, quotations and/or photographs.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date \_\_\_\_\_

Signature of Parent or Guardian of Minor(s) Child