CITY OF FORT BRAGG
416 N. Franklin Street
Fort Bragg, CA 95437
(707) 961-2823

WAIVER OF LIABILITY / RELEASE OF CLAIMS, INDEMNIFICATION AND ASSUMPTION OF RISK AGREEMENT

1. I hereby agree to release, hold harmless, waive and discharge the City of Fort Bragg ("City"), its officers, elected and appointed officials, employees, agents, volunteers and consultants from any and all liability, claims or causes of action, loss, expenses and costs (including attorneys' fees) arising out of or in any way connected with the activity described in this release, or upon their acts or omissions, whether negligent or not. I understand that I may have rights under Section 1542 of the California Civil Code, which reads as follows: "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." I expressly waive any rights conferred on me and/or my child under California Civil Code Section 1542.

2. I hereby release the City, its elected and appointed officials, officers, employees, agents, volunteers and contractors and waive all actions, claims and demands that I and/or my heirs, executors, representatives, insurers, attorneys, administrators or assigns may have or may hereafter have for any personal injury (including death) or property damage that I may directly or indirectly incur while volunteering upon the Project, including damage incurred as a result of the negligence of City, its elected and appointed officials, officers, employees, agents, volunteers and contractors. I agree not to sue any of the released parties on the basis of these waived and released claims.

3. I further agree to indemnify, hold harmless and defend, with counsel selected by the City, the City, its officers, officials, employees, agents, volunteers and consultants from any and all claims, demands, actions, judgments, costs, attorneys' fees and damages of any kind for liability arising out of or in any manner related to the performance of my voluntary services or participation in the Project.

4. I agree to waive and release any claim against the City, its officers, officials, agents, or volunteers arising out of any first aid, treatment, or medical service received by me, including the lack or timing of such, in connection with my volunteer activities with the Project.

5. I further agree that I will not be insured under the City's Workers' Compensation policy.

By signing below I agree that I have carefully read this Waiver, Release, Indemnity and Assumption of Risk Agreement and fully understand its contents. I am aware that this is a release of liability and I sign it freely and voluntarily without inducement.

WAIVER OF LIABILITY

Date: _____ **Time:** _____

	Name	Signature
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