City of Hercules – Parks & Recreation Department
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Liability Waiver

Effective Dates: June 22, 2020 through December 31, 2020

This liability waiver covers all activities, classes, camps, and programs provided by the City of Hercules Parks & Recreation Department from June 22, 2020 to December 31, 2020. Additional program/activity permission slips may 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 Name	Last Name	M/F	Date of Birth	Age
1.				
2.				
3.				
4.				
5.				

Household Information – Primary Contact

Parent/Head of Household 21+ Years: _____
(Last Name) (First Name)

Street Address: _____ **City:** _____ **Zip:** _____

Primary Contact #: _____ **Additional Contact #:** _____ **Email:** _____

Emergency Contact Name: _____ **Emergency Phone:** _____ **Relation:** _____

Refund and/or Transfers will be granted on or before the first class meeting. No refunds or transfers will be granted after the first class meeting. There is a $10.00 service charge on all refunds/transfers initiated by the participant or guardian. If the course is canceled by the City of Hercules, the participant will have the option of transferring to a similar program or will be granted a full refund. Refunds may be given after a course has begun due to a particular medical condition if a doctor's note is provided. These refunds are at the discretion of the Parks & Recreation Director or his/her designee. Fees paid via credit card must be refunded to the same credit card used for payment.

To the greatest extent permitted by law, the undersigned shall hold harmless, defend and indemnify the City of Hercules and its subordinate and affiliated agencies, officers, officials, employees, sponsors and volunteers (collectively "Indemnities") from and against any and all liability, loss, damage, expense and costs (including without limitations costs and fees of litigation) of every nature arising out of or in connection with the participation by any of the above-listed Participants in any activity for which such Participant is being registered, except such loss or damage which is caused by the sole negligence or willful misconduct of the Indemnities. Furthermore, I hereby agree that I, my successors and assignees will not make claim against, sue, attach the property of, or prosecute any of the Indemnities for any injury, liability, loss, damage, expense or costs arising out of or resulting from the participation by any of the above-listed Participants in any activity, class, camp, or program through the City of Hercules Parks & Recreation Department, for which such Participant is registered through June 22, 2020 to December 31, 2020. If any Participant named above is a minor, I certify that I am the legal parent or guardian of the above participant or otherwise authorized to execute this form on his/her behalf that he/she is in good physical condition and I give my permission for him/her to participate in City of Hercules Parks & Recreation activities, classes, camps, and programs. I hereby grant permission to the City to take my or the above Participant's photo while participating in City activities, classes, camps, and programs to use for publicity. A signature is required by each adult Participant on this form. One authorized parent/guardian may sign for all minors. I understand that I am authorized to sign this form on behalf of all Participants listed above.

Participant waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 that occurs, or is alleged to occur, during the Activity. Participant also agrees to defend, indemnify, and hold City harmless from any and all claims, causes of action, allegations, or assertions made against City or City's employees arising from or relating to actual or alleged COVID-19 infection occurring during the Activity, except where caused by the sole negligence or willful misconduct of the City.

Printed Name: _____ **Signature:** _____ **Date:** _____

Printed Name: _____ **Signature:** _____ **Date:** _____

Printed Name: _____ **Signature:** _____ **Date:** _____

Staff Use Only

Accepted By: _____ Date Scanned/Saved:_____ Filed in Household ID #: _____