



WAIVER, RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE

I, _____ (FULL NAME), fully understand that my participation in activities at and/or use of the City of Mission Viejo recreation and tennis centers/facilities exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage/loss. I hereby acknowledge that I am voluntarily participating in activities and/or using these facilities/centers and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of Mission Viejo and its officers, officials, employees, agents, and volunteers for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in activities at and/or use of these centers/facilities from whatever cause, including the active or passive negligence of the City of Mission Viejo or any other participants/patrons. The parties to this AGREEMENT understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in activities at and/or use these facilities/centers, I hereby agree, for myself and my child(ren), my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Mission Viejo and its officers, officials, employees, agents, volunteers, contractors and contract instructors from any and all claims, demands, actions or suits arising out of or in connection with our participation in activities at and/or use of these facilities/centers.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

x _____
Signature of Participant or Parent/Guardian (If under age 18) _____ **Date**

DECLARATION

I, _____ (Full name of Parent/Legal Guardian), declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of Minor. I further declare that I shall indemnify and hold harmless the City of Mission Viejo and its officers, officials, employees, agents, and volunteers from and against any and all Claims resulting from, incident to, or arising out of Minor's participation in activities at and/or use of these facilities/centers, any and all risks assumed by Minor and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

By: _____ **Email:** _____

Signature of Parent/Legal Guardian **Date Of Birth:** _____

Phone Number: _____

Name: _____ **Address:** _____

Printed Name of Parent/Legal Guardian _____