

**City of Mission Viejo**  
200 Civic Center, Mission Viejo, CA 92691

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

I, \_\_\_\_\_ (FULL NAME of Participant), fully understand that my participation in the **Bike Safety Rodeo event** (hereinafter "event") exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, and/or property loss or damage. I hereby acknowledge that I am voluntarily participating in the event and agree to assume any such risks. I hereby release, discharge and agree not to sue the City of Mission Viejo (hereinafter "City"), Mission Viejo Police Services or the California Highway Patrol (hereinafter "CHP") for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the event from whatever cause, including the active or passive negligence of the City, Mission Viejo Police Services, CHP or any other participants in the event. 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 the event, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of Mission Viejo, Mission Viejo Police Services, CHP, and their respective officers, officials, employees, agents, and volunteers from any and all claims, demands, actions or suits arising out of or in connection with my participation in the event.

I hereby irrevocably give consent to the City of Mission Viejo, Mission Viejo Police Services, CHP and their respective employees, officers, officials, agents, and representatives to use, authorize and assign unlimited permission to use, post, publish, and republish for any purpose whatsoever by the City, Mission Viejo Police Services, CHP, or anyone authorized by City, Mission Viejo Police Services, or CHP, any and all video and/or photographs, which the City, Mission Viejo Police Services, CHP, and their respective employees, officers, officials, agents, or representatives have taken of me, negative or positive, without further compensation to me. All video and photographs, including negatives, prints, and digital storage of such shall constitute the property of City, Mission Viejo Police Services and/or CHP.

**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.**

\_\_\_\_\_  
Participant Signature (or Parent/Guardian Signature if Participant is under 18 years old) Date: \_\_\_\_\_

**PARENTAL CONSENT**

**(Required for participants under 18 years of age in order to participate):**

I, \_\_\_\_\_ (FULL NAME), declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of the above-mentioned Minor. I hereby allow my child to participate in the event. I agree to assume all risks for injuries arising out of my child's participation in the event. I acknowledge the above release and waiver of participant and agree with its contents. I agree that the City of Mission Viejo, Mission Viejo Police Services, CHP and their respective officers, officials, employees, agents, and volunteers shall NOT be responsible or liable for any injury, damage, loss or expense to my child and/or mine or my child's property incurred during my child's participation in the event. I further declare that I shall indemnify, defend, and hold harmless the City of Mission Viejo, Mission Viejo Police Services, CHP, and their respective officers, officials, employees, agents, and volunteers from and against any and all Claims resulting from, incident to, or arising out of my child's participation in the event, any and all risks assumed by my child and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

**Signature of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Parent/Guardian (please print):** \_\_\_\_\_