



Adopt-A-Street Program

WAIVER OF LIABILITY AND INDEMNIFICATION

For Adults Ages 18+

Thank you for participating in this exciting opportunity in the City of Hemet. By completing this form, you agree to release the City of Hemet and organizations participating in **City of Hemet's Adopt-A-Street Program** of all liability while serving as a Participant. This Waiver of Liability and Indemnification form (the "Release") executed on (today's date) _____, 2022 by and between those individuals whose names are affixed below (each, individually, a "Participant") in favor of the City of Hemet, as well as its officers, agents, servants and employees and organizations sponsoring or hosting the project (collectively, "City of Hemet").

The Participant desires to participate in **City of Hemet's Adopt-A-Street Program** (the "Activities"). The Participant understands that the Activities may include the use of material and supplies that require careful use and abidance by all safety and cautionary directives. The Participant agrees to use such material with due care and in a safe manner while participating in this event.

The Participant hereby freely, voluntarily, and without duress executes this Waiver under the following terms:

Release and Waiver: Participant does hereby release and forever discharge and hold harmless the City of Hemet and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities with the City of Hemet. Participant understands that this Release discharges the City of Hemet from any liability or claim that the Participant may have against the City of Hemet with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Participant's Activities with the City of Hemet, whether caused by the negligence of the City of Hemet or its officers or assigns except for the sole negligence of the City of Hemet. Participant also understands that the City of Hemet does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Medical Treatment: Participant does hereby release and forever discharge the City of Hemet from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities.

Assumption of the Risk: The Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the City of Hemet from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance: The Participant understands that the City of Hemet does not carry or maintain health, medical, or disability insurance for any Participant.

Photographic Release: Participant does hereby grant and convey unto the City of Hemet all rights, title, and interest in any and all photographic images and video or audio recordings made by the City of Hemet during the Participant’s Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other: Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, the Participant(s) has/have executed this Waiver of Liability and Indemnification as of the day and year first above written.

Volunteer Group Name: _____

Date of Clean-Up: _____

Participant Signatures

Full Name: _____ **Signature:** _____ **Date:** _____

Full Name: _____ **Signature:** _____ **Date:** _____