

CITY OF GLENDALE
COMMUNITY SERVICES & PARKS DEPARTMENT
2019 RESTORATION ACTIVITIES

**PARTICIPANT'S:
RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

I, _____, acknowledge that I have voluntarily applied to participate in restoration activities (tree planting/watering/weeding/trail maintenance) sponsored by the City of Glendale's Community Services & Parks Department ("the City") and the Glendale Parks & Open Space Foundation ("the Foundation") on one or more days during this year at Deukmejian Wilderness Park.

I understand and agree that the restoration activities will take place outdoors, in Deukmejian Wilderness Park, on hiking trails, fire roads, or other "off-trail" areas which often contain steep and uneven natural surfaces. I understand and acknowledge that working in those areas has risks, including (but not limited to) the risk of: falling, heat exhaustion, insect or animal bites, poisonous plants, cuts and scrapes, hot or cold weather conditions, flooding, and falling rocks or trees. I understand and acknowledge that while I am participating in the restoration activities, an activity leader designated by the City of Glendale Community Services & Parks Department will guide me. I agree to wear protective outdoor clothing, closed-toe shoes, gloves, and other appropriate apparel. I represent that I am: (1) in good physical condition and emotional health, (2) not suffering from any condition, disease, or disability that can hinder or endanger my participation in these activities, and (3) capable of participating in these activities without accommodation.

PLEASE INITIAL _____.

I AM AWARE THAT THE TREE PLANTING / WATERING / WEEDING / TRAIL MAINTENANCE ACTIVITIES ARE PHYSICALLY DEMANDING, DANGEROUS, AND HAVE A RISK OF INJURY OR DEATH. I AM AWARE THAT I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES, WITH MY KNOWLEDGE OF THE DANGER INVOLVED, AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE.

PLEASE INITIAL _____.

AS LAWFUL CONSIDERATION for the City's permitting me to participate in the restoration activities, **I HEREBY AGREE** that I, my heirs, distributees, guardians, legal representatives, and assigns **WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE** the City, or the Foundation, or both, their officers, agents, or employees for injury, death, or damage arising out of the negligence, intentional, or other acts, howsoever caused, by the City, or the Foundation, or both, or by any officer, agent, or employee of the City, or the Foundation, or both, as a result of my participation in the restoration activities.

In addition, **I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND)** the City, and the Foundation, their officers, agents, and employees from and against **ALL ACTIONS, CLAIMS, OR DEMANDS** that I, my heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury, death, or damage arising out of my participation in the restoration activities.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT TO INDEMNIFY BETWEEN MYSELF AND THE CITY, AND THE FOUNDATION, AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT THIS RELEASE WILL REMAIN IN EFFECT AT ALL TIMES WHILE I PARTICIPATE IN THE RESTORATION ACTIVITIES DURING THIS YEAR'S PROGRAM.

By my signature below, I certify that I am eighteen (18) years of age or older.

I am under the age of eighteen (18) years. My parent/guardian has read this form with me and has completed the "Parent's/Guardian's Release of Liability & Indemnity Agreement" on the reverse side.

Dated

Staff Initials

Participant's Signature

Home Address

City, State, Zip Code

Home Telephone Number

CITY OF GLENDALE
COMMUNITY SERVICES & PARKS DEPARTMENT
2019 RESTORATION ACTIVITIES

**PARENT'S / GUARDIAN'S:
RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

I, _____, the parent/guardian of _____, acknowledge that my child has voluntarily applied to participate in restoration activities (tree planting/watering/weeding/trail maintenance) sponsored by the City of Glendale's Community Services & Parks Department ("the City") and the Glendale Parks & Open Space Foundation ("the Foundation") on one or more days during this year at Deukmejian Wilderness Park.

I understand and agree that the restoration activities will take place outdoors, in Deukmejian Wilderness Park, on hiking trails, fire roads, or other "off-trail" areas which often contain steep and uneven natural surfaces. I understand and acknowledge that working in these areas has risks, including (but not limited to) the risk of: falling, heat exhaustion, insect or animal bites, poisonous plants, cuts and scrapes, hot or cold weather conditions, flooding, and falling rocks or trees. I understand and acknowledge that while my child is participating in the restoration activities, an activity leader designated by the City of Community Services & Parks Department will guide my child. I agree to provide my child with protective outdoor clothing, closed-toe shoes, gloves, and other appropriate apparel. I represent that my child is: (1) in good physical condition and emotional health, (2) not suffering from any condition, disease, or disability that can hinder or endanger my child's participation in these activities, and (3) capable of participating in these activities without accommodation.

PLEASE INITIAL _____.

I AM AWARE THAT THE TREE PLANTING / WATERING / WEEDING / TRAIL MAINTENANCE ACTIVITIES ARE PHYSICALLY DEMANDING, MAY BE DANGEROUS, AND HAS A RISK OF INJURY OR DEATH. I AM AWARE THAT MY CHILD IS VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES, WITH MY KNOWLEDGE OF THE DANGER INVOLVED, AND I HEREBY AGREE TO ACCEPT ON MY CHILD'S BEHALF ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE.

PLEASE INITIAL _____.

AS LAWFUL CONSIDERATION for the City's permitting my child to participate in the restoration activities, I HEREBY AGREE that I, my child, our heirs, distributees, guardians, legal representatives, and assigns WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE the City, or the Foundation, or both, their officers, agents, or employees for injury, death, or damage arising out of the negligence, intentional, or other acts, howsoever caused, by the City, or the Foundation, or both, or by any officer, agent, or employee of the City, or the Foundation, or both, as a result of my child's participation in the restoration activities.

In addition, I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND) the City, and the Foundation, their officers, agents, and employees from and against ALL ACTIONS, CLAIMS, OR DEMANDS that I, my child, our heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury, death, or damage arising out of my child's participation in the restoration activities.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT TO INDEMNIFY BETWEEN MYSELF (AND ON MY CHILD'S BEHALF) AND THE CITY, AND THE FOUNDATION, AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT THIS RELEASE WILL REMAIN IN EFFECT AT ALL TIMES WHILE MY CHILD PARTICIPATES IN THE RESTORATION ACTIVITIES DURING THIS YEAR'S PROGRAM.

Dated

Signature of Parent or Guardian

Home Address

City, State, Zip Code

Staff Initials

Parent's or Guardian's Home/Work Telephone Number