

*** WAIVER AND RELEASE BY APPLICANT(S)
FOR PARTICIPATION IN A CITY OF CHINO SPONSORED PROGRAM AND/OR
USE OF A CITY OF CHINO FACILITY**

Participant Name: _____ Activity: Chino Halloween Spooktacular

Program Dates: From: Saturday, October 31, 2020 To: Saturday, October 31, 2020

In exchange for being permitted to participate in any City of Chino activity and/or use any City of Chino facility, I acknowledge and attest to the fact that:

1. My participation, and/or that of my child/children/guardians, is voluntary.
2. My participation, and/or that of my child/children/guardians, may result in injury, death, property damage, and other losses, and I assume all of those risks.
3. I am legally competent to understand and accept the associated risks.
4. I waive, and release the City, its officials, employees, and volunteers from, all claims for any injury, death, property damage, or other loss resulting from my participation in the activity, and/or that of my child/children/guardians.
5. I am responsible for payment of all fees for, and liabilities and damages resulting from, my participation in the activity and/or that of my child/children/guardians, including damages to City property, injury to other participants, or other losses of any kind.
6. I will defend the City and its representatives against any claims or lawsuits that are a result of my willful misconduct, and/or that of my child/children/guardians.
7. I agree that the City can take photographs and/or film me, and my child/children/guardians, while participating in a City activity and/or at a City facility to be used for promotional purposes; and, further that such photographs and film will be the sole property of the City and that neither I nor my child/children/guardians will be entitled to any license fee or royalty for the City's use thereof.
8. I understand that rates, fees, dates, times, classes, schedule of classes, and instructors established by the City may change at any time without notice.
9. I agree that City fliers and class schedules are not an expressed and implied contract.
10. I agree that the City is not responsible for any damage or loss that may arise from a misunderstanding, error, or omission related to the activity.
11. I understand that the City reserves the right to change or cancel any or all of the participation/use of rules at any time.
12. I understand that any individual behaving inappropriately or unsafely will be ejected and denied future participation.
13. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. Although the City is following recommended steps by County health officials, the City cannot protect participants and their family against all possible risks of COVID-19. I understand and acknowledge that participants are encouraged to wash their hands frequently and must take all necessary steps to protect their health consistent with federal, state and county public health guidelines. By participating in the activity, potentially being exposed to others who might have COVID-19, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child or children and I may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I am signing a full release of any and all liability against the City of Chino and do so of my own free will.

Printed Name: _____ Parent/Guardian

Signature: _____ Date: _____

Address: _____

Phone (day): _____ Phone (evening): _____ Phone (cell): _____

Organization (if any): _____

***** **FOR OFFICE USE ONLY** *****

Staff member printed name: _____ Date: _____