



PARKS, RECREATION & WATERFRONT

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Child Waiver

THE CITY OF BERKELEY'S SHORELINE CLEAN-UP SEPTEMBER 19, 2009. 9-12

AGREEMENT & RELEASE OF LIABILITY

I, _____ HEREBY ACKNOWLEDGE that I have voluntarily applied to allow my child _____ to participate in THE CITY OF BERKELEY'S SHORELINE CLEAN-UP PROGRAM.

I AM AWARE THAT THE CITY OF BERKELEY SHORELINE CLEAN-UP PROGRAM COULD BE A HAZARDOUS ACTIVITY AND I AM VOLUNTARILY ALLOWING MY CHILD TO PARTICIPATE IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. PLEASE INITIAL_____.

AS LAWFUL CONSIDERATION for being permitted by THE CITY OF BERKELEY or one of its affiliated organizations to participate in this activity and use their facilities, I hereby agree that I, my heirs, distributees, guardians, legal representatives and assigns will not make a claim against, sue, attach the property of, or prosecute THE CITY OF BERKELEY and or one of its affiliated organizations, for injury or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent or contractor of THE CITY OF BERKELEY, or its affiliates, as a result of my child's participation in THE CITY OF BERKELEY SHORELINE CLEAN-UP PROGRAM activity. I understand that if my child is injured, My child is not covered by the City of Berkeley's workman's compensation program. I authorize the City of Berkeley to seek emergency treatment in case of injury, accident or illness. I understand that I will be responsible for medical costs incurred by such an accident, illness or injury. In addition, I hereby release and discharge THE CITY OF BERKELEY and its affiliated organizations, from all actions, claims or demands I, my heirs, distributees, guardians, legal representatives, or assigns now have or may hereafter have for injury or damage resulting from my child's participation in THE CITY OF BERKELEY SHORELINE CLEAN-UP PROGRAM activity.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF BERKELEY AND/OR ITS AFFILIATE ORGANIZATIONS AND SIGN IT OF MY OWN FREE WILL.

SIGNATURE _____ DATE _____

WITNESS _____ DATE _____

