

Waiver/Release of Liability

Our legal counsel informs us that this form is necessary. Please read carefully.

On behalf of myself and the child enrolled, I acknowledge that certain of the activities in which my child may participate carry the risk of injury. On behalf of myself, my child, the members of my immediate family, our respective heirs, successors and assigns, I do herewith voluntarily assume all risks of such activities, and further, do herewith waive, release and forever discharge Kensington Community Council (hereinafter referred to as K.C.C.), Kensington Park Police Community Service District (hereinafter referred to as K.P.P.C.S.D.) and their respective officers, directors, agents, servants, employees, contractors and subcontractors, representatives, successors and assigns, from and of any and all rights, claims, actions, and causes of action, which may accrue to me, my child, the members of my immediate family, our respective heirs, successors, and assigns for any and all damages of any kind whatsoever, including personal injuries, wrongful death, emotional or mental distress, punitive or exemplary damages, pecuniary loss or damage of any kind, or property damage which may be sustained by or accrue to any or each of us arising from or in any way connected to the participation by:

_____ (Child's Name)

in the activity described in this application, or in any activity reasonably related thereto, including but not limited to travel to and from such activity even if due to the negligence or fault of the parties herein released or the defective condition of the property and/or equipment used. I further agree, for myself, and all those enumerated above, to defend, indemnify, and save harmless, K.C.C., K.C.S.D, and their respective officers, directors, agents, servants, employees, contractors and subcontractors, representatives, successors, and assigns from any such claims, actions, and causes of action, and any and all damages flowing there from.

I have carefully read this agreement, including the foregoing liability waiver, and I fully understand the contents and meaning of each. I acknowledge that I fully understand that I am forever giving up, in advance, any right to sue or make claims against the parties that I am releasing for injuries or damages that my child may sustain while participating in the class, even if caused in whole or in part by the negligence or other fault of the parties or persons I am hereby releasing, by the dangerous or defective condition of any property or equipment owned, maintained or controlled by them, and/or because of their liability without fault. I nonetheless am willing; of my own free will, to sign this waiver of liability because I want my child to be a participant.

I also acknowledge I have read, understand and fully waive the provisions of California Civil Code Section 1542 which is quoted below:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Signed _____ Date _____

(Parent or Guardian)