

Kensington Community Council
ADULT ACTIVITIES AND CLASSES

Name of Class or Activity _____

Name _____ Age _____ Home Phone _____

Address _____ City _____ Zip _____

E-mail: _____

In case of medical emergency or other situation requiring immediate action, two other people to contact are:

Print Name	Relationship	Phone
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Print Name	Relationship	Phone
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In an emergency, these people are authorized to give permission for emergency medical treatment. If you cannot reach them, I authorize the K.C.C. or K.C.S.D. staff to take such action as deemed necessary, including treatment by a physician, nurse, or emergency personnel.

Signature	Date
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PLEASE READ CAREFULLY
WAIVER AND RELEASE OF LIABILITY

I acknowledge that certain of the activities in which I may participate carry the risk of injury. On behalf of myself, 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.) and Kensington Community Service District (hereinafter referred to as K.C.S.D.), 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, 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:

_____ (Participant'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. and 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 therefrom.

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 I 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 TO BE A PARTICIPANT.

I also acknowledge I have read, understand and fully waive the provisions of the 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 _____
(Participant)

Payment of \$ _____ by ? Check or ? Cash

Check Number and Date: _____