

PARTICIPANT RELEASE AND INDEMNIFICATION AGREEMENT
-READ BEFORE SIGNING-

I certify that I am participating in the Tamalpais Community Services District's Recreation Department programs (the "Events"). I understand that "participation" in the Events may include preparing for, traveling, receiving instruction and engaging in the Events. I certify that I am in good health and have no physical or other impediment which would endanger myself while participating in the Events.

In consideration for being allowed to participate in the Events, and their related events and activities, I, the undersigned, acknowledge, appreciate and agree that:

1. Acknowledgement of Risks. I understand that the Events are or may be dangerous and will or may involve risks of injury, loss, or damage to myself. I further acknowledge that such risks may include, but not be limited to, bodily injury, personal injury, accidents, illness, disease, death, and property loss or damage. Further, I am aware of the risk the novel coronavirus, COVID-19, presents. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. While COVID-19 can cause mild symptoms in some individuals, it can lead to severe illness and even death in others. The Tamalpais Community Services District's Recreation Department has put in place preventative measures to reduce the spread of COVID-19; however, the TCSD cannot guarantee that I (or my family) will not become infected with COVID-19. Further, participation in the Events could increase my risk and my family's risk of contracting COVID-19. I understand these risks.

2. Express Assumption of Risk and Responsibility. *I knowingly, voluntarily and freely assume all such risks*, including the risk of COVID-19 contraction, whether foreseen or unforeseen in participation in the Events, *even if arising from the active negligence of the Tamalpais Community Services District* or others, and assume full responsibility for my participation, including for bodily injuries, personal injuries, accidents, death, disease, illnesses, loss or damage of personal property and expenses thereof.

3. Emergency Medical Authorization. I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the Events. I have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf.

4. Release. I, for myself, my heirs, executors and assigns, waive, release and discharge the Tamalpais Community Services District and the their Recreation Department, its officers, agents, employees, and volunteers (hereinafter collectively referred to as "the TCSD") from any and all claims for damages for death, personal injury or property damage, which are related to, arise out of, or are in any way connected with, participating in the Events even though that liability may arise out of active negligence or carelessness on the part of the TCSD.

5. Indemnification. I, for myself, my heirs, executors and assigns, agree to defend, indemnify and hold harmless the TCSD from any and all liability, claims, demands, or actions, whether personal to me or to a third party, which are related to, arise out of, or are in any way connected with, participating in the Events, even though that liability may arise out of active negligence or carelessness on the part of the TCSD, or its officers, agents, employees and volunteers.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM, AMONG OTHER THINGS, GIVING UP IMPORTANT LEGAL RIGHTS AND THAT I AM GIVING UP THE RIGHT TO SUE THE TAMALPAIS COMMUNITY SERVICES DISTRICT.

I ACKNOWLEDGE AND CERTIFY THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS CONTENT AND THAT I EXECUTE IT FREELY, INTELLIGENTLY AND WITHOUT DURESS OF ANY KIND, AND THAT I AGREE TO BE BOUND BY ITS TERMS. This is to certify that I, the participant, do consent and agree to my participation, and all releases provided above. For myself, my heirs, assigns, personal representatives, executors, administrators, and next of kin, I release and agree to indemnify and hold harmless the TCSD from any and all liabilities incident to my involvement in the Events as provided above, whether arising from the active negligence of the TCSD or otherwise, to the fullest extent permitted by law.

Participant Name: _____

Phone No.: _____

Signature:

Date: _____

Emergency Contacts:

Name: _____

Phone No.: _____

Name: _____

Phone No.: _____