



City of Escondido
Waiver of Liability, Assumption of Risk & Indemnity Agreement
Elective Activities Waiver

Waiver: In consideration of being permitted to participate in any way in

[Briefly describe elective activity, including date, time and location]
All activities related to rock climbing at Eagle Peak, including but not limited to: rock climbing; free climbing; bouldering; repelling; or the ingress and egress to and from Eagle Peak, noting that the City does not install or maintain any man-made improvements to Eagle Peak and any installations are prohibited.

hereinafter called the "Elective Activity", I, for myself, my heirs, personal representative or assigns, do hereby release, waive, and discharge the City of Escondido ("City"), its officers, agents, and employees ("City Releasees") from liability and any and all claims, including the negligence of the City or the City Releasees, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, my voluntary participation in the Elective Activity.

Assumption of Risks: I am participating in the Elective Activity voluntarily and affirm I am physically able to do so. I understand the City does not carry insurance to cover participants in the Elective Activity. I also understand participation in the Elective Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Elective Activity. I knowingly assume all such risks.

Indemnification and Hold Harmless: I, which includes myself, my heirs, personal representative or assigns, also agree to INDEMNIFY, DEFEND AND HOLD the City and the City Releasees HARMLESS from any and all loss, damage, liability, costs or expenses, including attorney's fees, for personal injuries, property damage, death or other claims of liability, brought as a result of my direct or indirect participation in the Elective Activity, including my use or operation of City-controlled property or equipment, regardless of whether caused by the City's active or passive negligence or otherwise.

Media Release: I agree that I may be photographed, videotaped and/or recorded and that the photographs, videos and/or recordings may be used for promotional materials, including the City website and social media accounts. I understand that I will not receive compensation or notice for the use of these images or recordings.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risks, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant

Print Name of Participant

Date

Age (if Minor)

Signature of Parent/Guardian of Minor Participant

Print Name of Parent/Guardian of Minor Participant

Date