

REGISTRATION FORM

City of Westminster Community Services & Recreation Department

All information is required. Please Print.

Parent/Adult First Name: _____ Last Name: _____

Address: _____ Birth Date: _____

City/State/Zip: _____ Phone #: _____

Email Address: _____ Cell Phone #: _____

PARTICIPANT INFORMATION

First Name	Last Name	Birth Date	Sex	Activity #	Activity Name	Fee
					TOTAL FEES	

Do any of the listed participants have any special needs, limitations, and/or allergies? Yes _____ No _____

If yes, please explain: _____

PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

I, _____ (Full legal name), desire to participate in _____, (the "Activity").

In consideration for my participation in the Activity, I agree as follows:

1. Activity Environment. I understand that there are risks involved whether I participate in virtual or in-person activities. a. In-person activities. I understand that the State of California is currently subject to a stay-at-home order due to the COVID-19 pandemic. I am fully aware of the rules and regulations imposed by the State of California and the City of Westminster ("City"), including the requirement that I must maintain social distancing of at least six feet from other participants, and that I must follow all required Community Services & Recreation policies and procedures while engaging in the Activity. I represent that:

- I am aware that persons over age 65 and persons with underlying health conditions are at greater risk of contracting COVID-19 and becoming ill, potentially risking death.
- I am not experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste.
- I have not been advised by a physician that I am COVID-19 positive.
- I am physically able to engage in the Activity while following all policies and procedures of the Community Services & Recreation Department.

b. Virtual activities. I fully understand that the City, its employees, officials, and agents, are not responsible for any loss, alternation, corruption or other damage to my personal property, including computers, networks and other personal property used as part of my participation in the Activity. The City makes no warranty that 1) internet service will be adequate to facilitate the Activity, 2) internet service will be uninterrupted, timely, secure, error-free or virus-free, 3) any information that may be obtained through the Activity will be accurate or reliable and/or 4) that any errors in software will be corrected. I represent and agree that:

- The conditions of my property, both personal and real, are suitable for participation in the Activity.
- I am not experiencing symptoms of COVID-19, such as a dry cough, fever, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of sense of smell and/or taste.
- I have not been advised by a physician that I am COVID-19 positive.
- I am physically able to engage in the Activity while following all policies and procedures of the Community Services & Recreation Department.

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PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY CONTINUED

2. Assumption of Risk. I fully understand that there are dangers, inherent and otherwise, in the Activity and in engaging in the Activity during the COVID-19 pandemic. I understand that my participation in the Activity may expose me to the risk of personal injury or death and/or causing me to acquire COVID-19 and transmit it to others. I further understand and agree that any material downloaded, viewed or otherwise obtained through a virtual Activity is done at my own risk, and I will be solely responsible for any loss or damage to my personal property, including computer systems and networks, or loss of data that resulted from the use, download and/or viewing an Activity. I hereby acknowledge that I am participating of my own free will in the Activity and I agree to assume the full risk of any injuries and/or damages and/or losses of any kind, regardless of severity and including death, that may occur in connection with my participation in the Activity. I further assume the risk, if I take a virtual Activity, that my property may not be suitable and agree to hold the Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers harmless from any loss or damage arising from injury to person or property arising from the use of such property in the Activity.

3. Indemnification. In consideration for being permitted to participate in the Activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify, defend, and hold harmless the Community Services & Recreation Department, the City, or their elected officials, officers, agents, employees, and/or volunteers from any and all claims, demands actions or suits arising out of or in connection with my participation in the Activity.

4. Medical Release. I authorize the City to provide or cause to be provided such medical treatment to me as may be necessary or appropriate if any injury occurs while I am participating in the Activity. I further agree to pay any costs incurred as a result of such treatment.

5. Waiver and Release of Liability. I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the Community Services & Recreation Department or the City, or their elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue the Community Services & Recreation Department, the City, or their elected officials, officers, agents, employees, and/or volunteers for any damages I incur in connection with the Activity. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

6. Recording of In-Person/Virtual Activities. I understand and agree that a in person and/or virtual Activity may be recorded for viewing and/or listening by others at a future date. I consent to the City's use of audio/video recordings of me during the in person and/or virtual Activity and that the City may use audio/video segments or photograph stills of me for any purpose, including but not limited to news, advertising and promotional purposes, without compensation to me. I hereby release and hold harmless the Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers from any claims relating to the use of my likeness and image.

7. Compliance with All Rules. I agree to obey all policies and procedures applicable to the Activity and instructions provided by the Community Services & Recreation Department and/or by City staff and volunteers during my participation in the Activity. I further understand and agree that Activities/events are interactive and agree to act reasonably and professionally at all times during my participation. During live sessions, participants will be able to see and hear anything within audio or camera viewing areas. Accordingly, the Activity coordinator may, in his or her sole discretion, mute and/or restrict video access to participants during a virtual session.

8. Miscellaneous. I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THIS AGREEMENT AND WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

Participant's Full Legal Name: _____ Signature: _____ Date: _____

If participant is under the age of 18, a parent or legal guardian must read and sign this Agreement, agreeing to be bound by its terms and verifying that he/she is the parent and/or legal guardian of the minor.

Parent/Legal Guardian Name: _____ Signature: _____ Date: _____