



City of Gardena and Friends of Gardena Willows Wetland Preserve
Volunteer Application

(Please complete application in BLACK Ink)

PRINT Last Name: _____ First Name: _____ **CHECK:** Under 18 _____
Address: _____ City: _____ Zip: _____
Phone: (____) _____ Cell: (____) _____ Email: _____
School/Organization: _____

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is made this _____ day of _____ 20____ by me (as the "Participant") for the benefit of the CITY OF GARDENA, a California municipal corporation, located at 1700 West 162nd Street, Gardena, CA 90247 ("City") and FRIENDS OF GARDENA WILLOWS WETLAND PRESERVE, INC., a California nonprofit public benefit corporation, with mailing address P.O. Box 2211, Gardena, CA 90247-0211 ("Friends").

In exchange for City/Friends permission to allow me to enter upon the Gardena Willows Wetland Preserve, more commonly known as "The Willows", an open space preserve within the City (the "Property"), I agree to the following:

- Voluntary Participation. I (as the "Participant") fully understand that entry upon the Property may entail certain risks to my person, including, but not limited to health risks and risks of bodily injury. However, I choose to voluntarily enter upon the Property at my own risk. I represent that I am in good health and do not suffer from any physical or mental problem which would either endanger myself or unduly increase my risk while entering upon the Property.
- Assumption of Risk and Release of Claims. By entering upon the Property, I, my heirs, executors, administrators, representatives and assigns, hereby, to the maximum extent permitted by law, agree to assume and take on all of the risks and responsibilities associated with an entry onto the Property and we expressly release, discharge, waive and relinquish all claims, demands, causes of action, liability, loss or damages, for injury to persons or property, including wrongful death, whether actual or alleged, against the City/Friends, their officers, officials, agents, contractors, employees and volunteers, arising out of or incident to my entry upon the Property, whether or not such claims, demands, causes of action, liability, loss, or damages arise out of the negligence of the City/Friends, its officers, officials, agents, contractors, employees and volunteers.
- Indemnity. By entering upon the Property, I will, to the maximum extent permitted by law, defend, indemnify, and hold harmless the City/Friends, their officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to my entry upon the Property, whether or not such claims, demands, causes of action, liability, loss or damages arise out of the negligence of the City/Friends, its officers, officials, agents, contractors, employees or volunteers. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses and the reimbursement of the City/Friends, its officers, officials, agents, contractors, employees or volunteers for all legal expenses and costs incurred by each of them. This obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by the City/Friends, its officers, officials, agents, contractors, employees or volunteers.
- Authority to Enter Agreement. I warrant that I have the legal power, right, and authority to make this Agreement.
- Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.
- Entire Agreement. I have had the opportunity to ask any questions about this Agreement of the City/Friends and I understand that this Agreement contains the entire Agreement related to the matters specified herein, and supersedes any prior oral or written statements or agreements related to such matters.

SIGNATURE OF PARTICIPANT

SIGNATURE OF PARENT/LEGAL GUARDIAN

(PARTICIPANT)

(FOR MINOR UNDER 18 YEARS OLD)

MEDICAL RELEASE REQUIRED FOR MINOR: In the event of an emergency, I give my consent to obtain the required emergency medical treatment for the immediate care of participant/my child.

SIGNATURE OF PARTICIPANT: _____ **Date** _____

SIGNATURE OF PARENT/LEGAL GUARDIAN: _____ **Date** _____

CIRCLE: Home or Work Phone: (____) _____ Cell: (____) _____

Thank you for volunteering. We couldn't do it without you!