

**CITY OF COSTA MESA
SNOOPY HOUSE-SLEDDING ACTIVITY
AGREEMENT AND WAIVER AND RELEASE OF LIABILITY**

I, _____ (Full legal name), desire to participate and/or allow my child(ren) to participate in and use the sledding hill as part of the City of Costa Mesa's 2023 Snoopy House event (the "Activity"). In consideration for my child(ren) and/or my being permitted to participate in the Activity, I agree as follows:

1. **Assumption of Risk.** I fully understand that there are dangers, inherent and otherwise, in the Activity and using any sledding device. I further understand that my child(ren)'s and/or my participation in the Activity may expose my child(ren) and/or me to the risk of personal injury, illness, death and/or property damage. All such risks are known and appreciated by me. I hereby acknowledge that I am freely participating and/or allowing my child(ren) to participate in the Activity and I agree to assume the full risk of any injuries and/or damages, regardless of severity and including death, that may occur in connection with my child(ren)'s and/or my participation in the Activity.

2. **Photo/Video Release.** I grant permission to the City to use my child(ren)'s and/or my photograph and/or my child(ren)'s and/or my likeness photographed or recorded while they and/or we are participating in the Activity to promote its services or programs, or for any other reason or purpose, without compensation to me or my child(ren).

3. **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 or my child(ren)'s behalf, hereby waive, release, and discharge the City of Costa Mesa, and its 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 City of Costa Mesa, or its elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my child(ren)'s and/or my participation in the Activity and promise not to sue the City of Costa Mesa, or its elected officials, officers, agents, employees, and/or volunteers for any damages my child(ren) and/or 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.

4. **Compliance with All Rules.** I understand and agree that participants must obey all rules and regulations applicable to the Activity and instructions provided by City staff and volunteers during participation in the Activity.

5. **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.

If any participant is under the age of 18, a parent or legal guardian must also 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(s).

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

Participant's Full Legal Name: _____ Date of Birth: _____

Participant's Full Legal Name: _____ Date of Birth: _____

Participant's Full Legal Name: _____ Date of Birth: _____

Participant's Full Legal Name: _____ Date of Birth: _____