



By signing up online, over the phone or in person for these classes you agree to the release, waiver and hold harmless agreement, and additional policies listed below.

## Release, Waiver, Hold Harmless Agreement

All classes require the signature of each registering adult or parent/guardian of any minor(s).

I give permission to participate in the City of Sunnyvale Recreation programs in which I am enrolling myself and/or the minor child named in my registration. In consideration for participation in the program(s) in which I am enrolling, I agree to the following:

- (1) **Assumption of risk; waiver and release.** For myself and/or as the parent/guardian of the minor enrolled in the class or activity, I agree to indemnify and hold the City of Sunnyvale harmless and hereby waive, release and discharge any and all claims for loss or damage, for death, personal injury, bodily injury (including illness and communicable disease), and property damage which I and/or the Minor may have or which hereinafter may accrue to me and/or the Minor against the City of Sunnyvale, its City Council, employees, agents, and volunteers for any liability arising out of or connected in any way with my and/or the Minor's participation in this class or activity, even though that liability may arise out of active or passive negligence or carelessness on the part of the person or entities mentioned above. I understand that accidents and injuries can arise from participation in this class or activity; knowing the risks, nevertheless, I hereby agree to assume those risks on behalf of myself, my heirs, and assigns and to release and to hold harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. Further, I understand that the City of Sunnyvale, its City Council, employees, agents, and volunteers are not responsible for the personal property of the participants in the program.
- (2) **Photographic Release.** I understand that photographs, recordings, and videos, may be taken during the programs that capture the image or likeness of me or the named minor, and I give the City of Sunnyvale permission use such images for promotional purposes in any City materials, publications, and media.
- (3) **Online Class Release.** If my registration is for a program held online or virtually, I hereby warrant and agree that the conditions of my environment are safe, free from obstructions, and suitable for participation in the program. I further understand and agree that any material downloaded, viewed or otherwise obtained through my participation in the program shall be at my own risk. I agree not to hold the City responsible for any loss, alteration, corruption or other damage to my personal property, including computers, networks and other property used as part of my participation. I understand that virtual classes may be recorded and agree to any such recording.
- (4) **Concussion Protocols.** I understand that if my registration is for a sports program listed in CA Health and Safety Code section 124235, my or my minor's participation is subject to the concussion protocols outlined in CA Health & Safety Code 124235 which include "Return to Play" procedures. I have reviewed the City's information on concussion available at [link] and I agree to comply with all protocols required.
- (5) **Program Policies:** I have read and agree to the registration and program policies, available at [Sunnyvale.ca.gov](http://Sunnyvale.ca.gov) ([click on Classes & Activities](#)).

## Participation Policies

I acknowledge that I have reviewed the following policies online at [Sunnyvale.ca.gov](http://Sunnyvale.ca.gov) ([click on Classes & Activities](#))

- Recreation Code of Conduct
- Activities Registration, Policies and Procedures including:
  - > Camp EPACT Emergency Card Information
  - > refund/transfer
  - > missed/make-up classes policies
- Release, Waiver and Hold Harmless Agreement including Photographic Release
- Online-Virtual Class Policy
- Participant and Wellness Requirements Policy
- Safety – Concussion Management

## Acknowledgements

BY SUBMITTING MY ONLINE, PHONE, OR PAPER REGISTRATION, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF SUNNYVALE AND I SIGN IT OF MY FREE WILL.

By entering your name you are supplying a legally binding signature; you confirm that all information provided to City of Sunnyvale Recreation via ePACT is correct to the best of your knowledge, and that you have carefully read, understand, and agree to each waiver, release, consent and other permission stated in this document. It is your responsibility to keep this and any other information associated with your registration up-to-date.

**EACH ADULT PARTICIPANT (AGES 18+) OR A PARENT/LEGAL GUARDIAN FOR PARTICIPANTS UNDER 18 MUST SIGN BELOW.**

Participant Name(s): \_\_\_\_\_  Adult Participant  Child Participant

Parent/Legal Guardian Name (if signing for child): \_\_\_\_\_

Signature: \_\_\_\_\_  Participant (Ages 18+)  Parent  Legal Guardian Date: \_\_\_\_\_