

I hereby assume any and all risks of injury, death or property damage and to release and hold harmless the city, its officers, employees & agents, except for their sole negligence or intentional acts.

This waiver, release and assumption of risk are to be binding on the heirs and assigns.

I will indemnify and hold the city harmless from any loss, liability, damage, cost or expense, including litigation, which they may incur as a result of any injury and/or property damage which myself or my minor children may sustain while participating in said activities.

I will make good any loss or damage or cost the city may have to pay if any litigation arises on account of any claim made by said minors or by anyone on said minor's behalf.

In the event that said minor requires medical or surgical treatments while under the supervision of said city personnel in connection with the described activity, such supervision may authorize treatment. I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment.

I expressly permit said minor child to travel by private automobile to activities and events related to the described activity.

Activities are not child care as defined by the State of California.

I understand city staff may photograph or videotape me and/or my minor children and the city may use such photographs or videotapes to promote city programs and classes. I expressly allow, and hereby waive any objection to, the City's photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in a city recreation program. I understand all photos and videotapes will remain the property of the City of Davis.

I understand the City requires additional online emergency and permission documentation for participants enrolled in recreation programs.

I understand the City has the right to cancel or change programming based on inclement weather, mosquito spraying, poor air quality and/or any other natural factors that may alter outdoor programming.

The City is not responsible for children following the dismissal of a program (except as otherwise noted in specific program areas).

Refund and Transfer Policy

Please note: all cancellation and transfer requests must be submitted by e-mail to registration@cityofdavis.org or in person at the Parks & Community Services office, 23 Russell Blvd. No refunds or credits will be given for refund requests received less than one full business day prior to the class starting date. No refunds or credits will be given for adult sports leagues, swim passes, fitness passes or teen special events.

Per our refund policy customers will receive:

95% refund if a refund is requested 13 or more business days prior to the start of the class or program.

75% refund if a refund is requested 7-12 business days prior to the start of the class or program.

50% refund if a refund is requested 2-6 business days prior to the start of the class or program. (If a class begins on a Monday, the refund request must be received by Thursday before the class starts.)

Transfers:

Customers wanting to transfer from one program to another, that has openings, may do so up to 7 business days in advance of the class or program starting without a fee. Transfers must be for the same participant. Transfers requested 1-6 business days prior to the class or program starting will be charged 25% of the total cost of the class, including non-resident fees. Programs you wish to transfer into must fall within the same recreation schedule.

I certify that I have custody or am the legal guardian of said minors by court order, and that I and my minor children are physically able to participate in the described activities. I have carefully read this Waiver of Liability, Medical Release, and Indemnification Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the City of Davis, and that I sign it of my own free will. The City may accept future phone-in registrations and these provisions.

I also understand the Refund and Transfer Policy, the Behavior Policy and the potential consequences set forth by the City of Davis and agree to such terms.

Printed Name

Signature

Date

Printed Name

Signature

Date