

County of Santa Clara Motorcycle Park  
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (the "WAIVER AND RELEASE")  
FOR OFF HIGHWAY VEHICLE RIDING/OPERATION -- CALENDAR YEARS 2015-2019

I/WE, \_\_\_\_\_ (PRINT FIRST&LAST NAME(S)),

**HEREBY ACKNOWLEDGE, certify, declare and represent that I/we have voluntarily applied to participate in OFF-HIGHWAY VEHICLE RIDING/OPERATION (the "activity/event"),** am/are over the age of 18, legally competent to and capable of entering into and signing this Release and Waiver on my/our own behalf and for my/our children or for those for whom I/we am/are a legal guardian, and without the need for authority or approval from, through or by any other person, trust or entity. It is my/our intention to perform or participate in this activity/event without compensation from the County of Santa Clara, a Political Subdivision of the State of California ("County"). In consideration of being allowed to participate in any way in this activity/event and/or being permitted to enter and use Park facilities:

**I. I/we fully understand, accept, agree and acknowledge that I/we may have rights under California Civil Code § 1542 which reads as follows:**

- **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor;** and I/we certify, declare, agree, represent and acknowledge that I/we **EXPRESS WAIVE any and all RIGHTS conferred under CIVIL CODE SECTION 1542**, as well as any similar law of any local, state or territory of the United States.

**II. I/we hereby represent, covenant, warrant and agree to all of the following:**

I/we will at all times (1) be professional, courteous and respectful of others and the environment; (2) comply at all times with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies and the California Vehicle Code; (3) not discriminate against anyone based on age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status; (4) not under any circumstances represent or hold myself/ourselves out as an employee, agent or representative of the County of Santa Clara; and, (5) when asked to leave the premises or disengage from an activity/event by a representative of the County, I/we will immediately leave the premises and disengage from the activity/event.

**III. I/WE FULLY UNDERSTAND, ACKNOWLEDGE, represent, covenant, warrant and agree that:**

- 1) The social and economic losses and/or damages which could result from the risks and dangers above, could be severe.
- 2) These risks and dangers may be caused by adverse weather, by the action, inaction, or negligence of the participant, or the action, inaction or negligence of others, including, but not limited to, the "releasees" named herein.
- 3) There may be other risks which are not known to us or which are not foreseeable at this time.
- 4) I/we fully accept and assume any and all risks and dangers associated with the activity/event of off-highway vehicle riding/operation, whether the risks are known or unknown.
- 5) I/we fully accept and assume any and all risks and responsibilities for the losses and/or damages following such injury, partial or total disability, dismemberment, paralysis, or death, however caused, and whether caused in whole or in part by the negligence of the "releasees" named herein.
- 6) I/we hereby release, waive, discharge, and covenant not to sue the County of Santa Clara, its affiliated organizations, its officers, agents and employees, herein referred to as "releasees", from and for all liability to me/us, and from and for all liability to my/our personal representatives, assignees, executors, heirs, and next of kin, for any and all claims, demands, losses and damages resulting from or relating to any injury, including but not limited to the death of the participant or damage to property, suffered by me/us or others, including during, or en route to or from, the activity/event (collectively and each the "Claim"), excluding those Claims caused by the gross negligence or willful misconduct of the releases.
- 7) I/we hereby consent to and authorize the administration of all emergency medical treatment deemed necessary by county staff, or its agents, and general medical services rendered, or assisted, by county staff, for the persons named in this instrument.
- 8) **OFF-HIGHWAY VEHICLE RIDING IS A HAZARDOUS ACTIVITY, AND I/WE AM/ARE VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH FULL KNOWLEDGE OF THE DANGERS INVOLVED, AND I/WE HEREBY AGREE TO AND DO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY, LOSS, DAMAGES, PARTIAL OR TOTAL DISABILITY, DISMEMBERMENT, PARALYSIS AND DEATH.**

PLEASE INITIAL: [ ] PARTICIPANT [ ] [ ] PARENT/LEGAL GUARDIAN(S)

**IV. I/WE acknowledge, agree and understand that the County, without liability to anyone, reserves the right to cancel, remove or discontinue the activity/event or my/our participation in this activity/event at any time with or without cause and I shall so comply. I/WE HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE, AND UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I/WE SIGN IT VOLUNTARILY, WITHOUT INDUCEMENT, OF MY/OUR FREE WILL.** I/we acknowledge and agree that this Release and Waiver has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Release and Waiver shall be in the County of Santa Clara.

**PARTICIPANT NAME and SIGNATURE:** \_\_\_\_\_

**PARENT/LEGAL GUARDIAN SIGNATURE:** \_\_\_\_\_

**NAME OF PARENT/LEGAL GUARDIAN:** \_\_\_\_\_ **RELATIONSHIP:** \_\_\_\_\_

**EMERGENCY CONTACT NAME:** \_\_\_\_\_ **& PHONE:** \_\_\_\_\_

**DATE:** \_\_\_/\_\_\_/\_\_\_ **Participant & Parent/Legal Guardian Contact Phone Nos:** (\_\_\_\_) \_\_\_\_\_ & (\_\_\_\_) \_\_\_\_\_