



LOS BANOS POLICE DEPARTMENT

945 5TH Street Los Banos, CA 93635 • Telephone (209)827-7070 • Fax (209)827-7085

Gary M. Brizzee
Chief of Police

ADOPT-A-WALL & GRAFFITI REMOVAL VOLUNTEER

Registration and Release of Liability Form

City of Los Banos / Community Graffiti Abatement Program

| | | | |
|---|--|---------------------------------|--|
| Name: | | Date of Birth: | |
| Parent/Guardian (if under age 18): | | | |
| Address/City/Zip: | | Email Address: | |
| Home Phone: | | Cell Phone: | |
| Emergency Contact Name: | | Emergency Contact Phone Number: | |
| What is the approximate location of the spot to be adopted? | | | |

Adopt-A-Wall Program Waiver, Release and Indemnification

I understand my consent to these provisions is given in consideration of the acceptance of this registration and for being permitted to participate in the Adopt-A-Wall Program. I am a voluntary participant in the Adopt-A-Wall Program and in good physical condition.

I acknowledge that participation in the Adopt-A-Wall Program may involve risk of serious injury, disability, or death, or property damage and loss, which may result not only from each participant's actions, inactions, or negligence, but also from the actions, inactions or negligence of others, including the actions, inactions or negligence of other legal fault of the City and/or City personnel, or from the conditions of the facilities, equipment, or areas where said volunteer work is being conducted, or from the unavailability of emergency medical care. I hereby assume any and all risks of such injury, death or property damage or loss. I hereby waive, release and discharge the City and all City personnel in advance from any and all claims and damages for personal injury, death, or property damage or loss which I may sustain or which may occur as a result of my participation as a volunteer, even though that liability, injury, or damage or loss may arise out of the negligence or other legal fault of the City and/or City personnel, and further agree to indemnify and hold the City and all City personnel harmless from any loss, liability, damage, cost or expense, including litigation, arising out of or connected in any way with participation as a volunteer. I understand and agree that this release and indemnification agreement is intended to be as broad and inclusive as permitted under California law, and that if any portion of this release and agreement is invalid, the balance shall continue in full force and effect. This release and indemnification agreement shall be effective and binding upon me and my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns.

I give my full permission to the City of Los Banos and its local partners to use any photographs, videotapes, audiotapes, or other recordings of me that is made during the course of the event.

I HAVE CAREFULLY READ THIS WAIVER, 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 LOS BANOS. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT OF MY OWN FREE WILL.

Signature of Participant: _____

Date: _____

IF PARTICIPANT IS UNDER 18, THE PARENT/GUARDIAN MUST SIGN:

I am the parent or legal guardian of the above participant and he/she has my permission to participate in the Adopt-A-Wall Program. I have read and agree to the provisions stated above for myself and the participant. Further, I understand and agree that the sponsors and organizers of the Adopt-A-Wall Program are not responsible for supervision of minor participants and that if I allow the above minor to participate without supervision, I assume all the risks from such participation.

Signature of Parent or Legal Guardian: _____

Date: _____