

## AGREEMENT, WAIVER AND RELEASE FACILITY ACTIVITY

I, the undersigned, understand the risks involved in participating in the <u>San Ramon Valley Street Smarts</u> <u>Community Bike Rodeo on Saturday, May 6, 2023 (the "Bike Rodeo")</u>. In consideration for my participation in the Bike Rodeo, I hereby waive, release and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in the Bike Rodeo. This release is intended to discharge in advance of the City of San Ramon, its officers, and/or officials, employees, volunteers and agents, and the San Ramon Valley Street Smarts Program and their partners (collectively referred to herein as the "Released Parties") from any and all liability arising out of or connected in any way with my participation in the Bike Rodeo, including any liability that may arise out of negligence or carelessness on the part of the Released Parties. I understand that participating in the Bike Rodeo involves riding a bicycle and/or scooter, which entails inherent risk of accidents, potentially resulting in injury, loss of property, or death; I hereby knowingly assume these risks.

I further agree that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold the Released Parties free and harmless from any loss, liability, damage, cost, or expense that any heir or assign may incur as the result of my death or injury or property damage that I may sustain while participating in the Bike Rodeo.

I understand and agree that the City of San Ramon may take photos of participants during the event for no additional compensation. Photos taken may be used in City of San Ramon promotions, including, but not limited to, social media posts and the Street Smarts website.

PARENTAL CONSENT: (MUST be completed and signed by parent/guardian if applicant is under 18 years of age). I hereby give consent that my son/daughter may participate in the , and I hereby agree to the terms of the above Agreement, Waiver, and Release on his/her behalf; affirm that said minor is physically able to participate in said activity; and indemnify and hold harmless the Released Parties from any loss, liability, damage, cost, or expense that I may incur as a result of the death or injury, or property damage, that said minor may sustain or cause while participating in the Bike Rodeo. Further, I hereby give consent for the City of San Ramon to use any photographs taken of said minor in its future promotions, including, but not limited to, social media posts and the Street Smarts website.

## 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 SAN RAMON.

X: Signature

Date

Participant Name

Parent or Guardian Name