

Canopy Liability Waiver and Photo Release

_____, has voluntarily participated in a class, activity, event or service (collectively referred to in this document as "Activities") at Rinconada Park in Palo Alto, California:

I voluntarily agree to this Waiver and Release Agreement for myself and my minor child or children, my heirs, assigns, executors and administrators (collectively referred to as "Me" or "I" and included in that designation).

I HEREBY RELEASE, WAIVE ALL MY RIGHTS AGAINST, DISCHARGE AND COVENANT NOT TO SUE **CANOPY**, AND ITS REPRESENTATIVES, EMPLOYEES, OFFICERS, DIRECTORS VOLUNTEERS, CONTRACTORS AND AGENTS, AS WELL AS **THE CITY OF PALO ALTO AND THEIR REPRESENTATIVES**, EMPLOYEES, OFFICERS, DIRECTORS VOLUNTEERS, CONTRACTORS AND AGENTS (all referred to as 'Releasees') from any and all liability to Me or my child or children, assigns, heirs and next of kin for any loss, damage, or claim therefore on account of injury to the person or property, including death, and from any and all risks encountered, whether caused by any negligent act or omission of the Releasees or otherwise, while the undersigned is participating in any Activities or using facilities in connection therewith. I also agree that I will indemnify and hold Releasees harmless from all liability, claims, demands, causes of action, charges, expenses, and attorney fees resulting from involvement in any Activities, whether caused by any negligent act or omission of the Releasees or otherwise.

I VOLUNTARILY ASSUME ALL RISK, KNOWN AND UNKNOWN, OF INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT ALLOWED BY LAW. I am aware of the risks of participation in the Activities which include, but are not limited to, the possibilities of errors and/or omissions by those in charge of or involved in the Activities, contact or problems with other participants and/or third-parties, and bodily injuries (including but not limited to sprained muscles and ligaments, and broken bones), and other physical problems (including but not limited to fatigue). I hereby acknowledge that I have been warned that I must be in good health to participate in the Activities and affirm that I am in sufficient physical condition to accept a rigorous level of physical activity. I understand that participation in the Activities is strictly voluntary and I freely choose to participate. **I also give permission for free use of my picture and/or recording in any promotional, broadcast, web or print media related to any Activities, the site, or Canopy.**

In signing this Waiver and Release, I acknowledge that I have read and fully understand all of its contents and the extent of my own responsibility and understand and expressly agree that this Waiver and Release and its indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law. I acknowledge that I am aware of the legal consequences of this agreement, including that it prevents me from suing Releasees if I am injured or damaged for any reason as a result of participation in any Activities.

I also understand that no refunds of any fees or charges will be given under any circumstances.

IF THE PARTICIPANT OR ENROLLEE IS A MINOR, his or her custodial parent or legal guardian must read and execute this agreement. I hereby warrant that I am the legal guardian or custodial parent of _____

_____ who is (are) a minor(s), and agree, on my own and said minor's behalf to the terms and conditions of the foregoing agreement.

SIGNED: _____

DATED: _____

PRINT NAME: _____

MAILING ADDRESS: _____
Street City State Zip

PHONE: _____ CELL _____

EMAIL: _____