



**CITY OF SAN LUIS OBISPO LAGUNA LAKE ACTIVITY
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

THE UNDERSIGNED ACKNOWLEDGES AND UNDERSTANDS that this Release, Waiver and Indemnity Agreement is intended to discharge in advance the City of San Luis Obispo, the Park and Recreation Commission, and their officers, employees, agents, and volunteers from and against any liability arising out of or connected in any way with the undersigned's participation in the activity of paragliding, hang gliding or similar activity at Laguna Lake in the City of San Luis Obispo, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above.

THE UNDERSIGNED FURTHER ACKNOWLEDGES AND UNDERSTANDS that serious accidents and/or death occasionally occur during these activities, and that participants in said activities occasionally sustain serious personal injuries, and/or property damage, as a consequence thereof. The undersigned acknowledges and accepts the risk of paragliding, hang gliding or similar activities while in, upon, above or about Laguna Lakes in the City of San Luis Obispo.

IN CONSIDERATION OF BEING PERMITTED TO ENTER LAGUNA LAKE IN THE CITY OF SAN LUIS OBISPO FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, PARAGLIDING, HANG AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the Park and Recreation Commission, and their officers, employees, agents, and volunteers (hereinafter referred to as "releases") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property resulting in the death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in, upon, above, or about Laguna Lake in the City of San Luis Obispo.

2. THE UNDERSIGNED HEREBY AGREES TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon, above or about Laguna Lakes in the City of San Luis Obispo, whether caused by the negligence of the releases or otherwise.

3. THE UNDERSIGNED HEREBY AGREES TO ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while in, upon, above or about Laguna Lakes in the City of San Luis Obispo

THE UNDERSIGNED HEREBY AGREES that this Release, Waiver, Assumption of Risk and Indemnity Agreement is to be binding on my heirs and assigns.

THE UNDERSIGNED HEREBY AGREES TO ACCEPT AND ABIDE by the rules and regulations of the San Luis Obispo Parks and Recreation Department, the United States Hang Gliding Association (USHGA) and site monitors.

THE UNDERSIGNED further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTRILY SIGNS THERELEASE AD WAIVE OF LIABILITY AND INDEMITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart form the foregoing written agreement have been made.

I GAVE READ THIS RELEASE

Signature _____

Printed Name _____ Date _____

Residential Address _____

City _____ Zip _____ Phone _____

Please submit Proof of Liability and Medical Insurance (photo copy Medical ID Card or acknowledgement of same).