



NATURE CENTER FIELD TRIP PARTICIPANT WAIVER

TERMS AND SPECIFICATIONS:

Waiver and Liability Release: Applicant and members of applicant's group or organization (collectively, "applicant"), individually and collectively, unconditionally waive, release and discharge any and all rights that participant and/or participant's heirs, assigns, agents or other representatives may have or which hereafter may accrue to participant, to file any claim, lawsuit and/or any other cause of action against the City of San Marcos and/or its elected and appointed officers, directors, agents, employees, and designees (collectively, "City Parties") as a result of participant's use of the City facilities, services and equipment and/or participation in the activity.

Indemnification: Applicant(s), individually and collectively, hereby agree that they shall indemnify, defend, and hold the City Parties harmless from and against all claims, damages, losses and expenses including, but not limited to, court costs, attorneys' fees, and witness fees, arising out of the performance of the activities described herein, caused in whole or in part by any negligent act or omission of the City Parties, except where caused by the sole negligence or willful misconduct of the City Parties.

Assumption of Risk: Applicant(s), individually and collectively, are aware of and assume full responsibility for the potential risks and hazards inherent in participating in the Activity, up to and including the risk of personal injury, death, communicable diseases, illnesses, viruses, or property damage. Applicant(s) hereby acknowledge that participation is voluntary in this Activity and agree to assume any such risks, and understand that the City does not carry insurance to cover participants or spectators of the Activity.

Photograph Release: Applicant(s), individually and collectively, hereby give the City of San Marcos the absolute right and permission to use their photograph(s) in its promotional materials and publicity efforts. Applicant(s), individually and collectively, understand that the photograph(s) may be used in a publication, print ad, direct-mail piece, and electronic media including the City website or other form of promotion. Applicant(s), individually and collectively, release the City Parties and the photographer, its officers, employees, agents, and designees, from liability for any violation of any personal or proprietary right applicant(s) may have in connection with such use.

False Information: Applicant(s) each agree that the City will not be responsible for any consequences arising from providing incorrect, inaccurate, and/or false information to the City.

By signing below, I certify that I have carefully read the Terms and Specifications section of this form, fully understand its contents, and voluntarily agree to its terms. No promise or inducement has been made to me in return for the express release of these rights. If signing as a Parent/Guardian, I certify that I have custody or am the legal guardian of the minor participant and have authority to sign this form on behalf of said minor.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Participant Name: _____

Date: _____

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