

Voluntary Activity Waiver Release & Indemnity Agreement

For and in consideration of permitting [Participant] _____ to participate in [Activity] Skate Night given by the (Your PTC name here) Diamond Creek Elementary School PTC in the City of Roseville, County of Placer State of California, beginning on the _____ day of _____, 20____, the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of engaging in or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and continue, and the undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action which may hereafter arise for him/herself or his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the (Your PTC name here) Diamond Creek Elementary PTC or any of its officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of any said persons, or otherwise.

IT IS THE INTENTION OF [Participant] _____ BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE (Your PTC Name here) Diamond Creek Elementary PTC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

The undersigned, for him/herself, his/her heirs, executors, administrators or assigns, agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the (Your PTC name here) Diamond Creek Elementary PTC, he/she shall indemnify and save harmless the same (Your PTC name here) Diamond Creek Elementary PTC from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

The undersigned acknowledges that he/she has read the foregoing Waiver of Liability Notice and the foregoing three (3) paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in the activity and instructing of [Activity] skate Night, and is fully aware of the legal consequences of signing this instrument.

Name of Participant

Signature of Participant

Date

Signature (Witness)

Date