

**COSTA MESA SENIOR CENTER  
AGREEMENT AND WAIVER OF LIABILITY AND RELEASE OF ALL CLAIMS**

I, \_\_\_\_\_ (Full legal name), desire to enter the Costa Mesa Senior Center premises (“Senior Center”). In consideration for my being permitted to enter the Senior Center, I agree as follows:

1. **Assumption of Risk.** I fully understand that my entrance into the Senior Center may expose me to risks and dangers, inherent and otherwise, including, but not limited to, personal injury, death, illness, including COVID-19 in all its known and unknown forms, and/or property damage. All such risks are known and appreciated by me. I hereby acknowledge that I am voluntarily entering the Senior Center and I agree to assume the full risk of any injuries, illnesses, damages and/or losses of property, regardless of severity and including death, as a result of entering the Senior Center.
2. **Photo/Video Release.** I grant permission to the City to use my photograph and/or my likeness photographed or recorded while at the Senior Center to promote its services or programs, or for any other reason or purpose, without compensation to me.
3. **Medical Release.** I authorize the City of Costa Mesa to provide or cause to be provided such medical treatment to me as may be necessary or appropriate if any injury occurs while I am at the Senior Center and I agree that I will be solely responsible for the costs of any such medical treatment.
4. **Waiver And Release Of Liability And Indemnification.** I, intending to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the City of Costa Mesa, and its elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the City of Costa Mesa, or its elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my entrance to the Senior Center, and promise not to sue the City of Costa Mesa, or its elected officials, officers, agents, employees, and/or volunteers for any damages incurred in connection with my entrance to the Senior Center. This release and waiver extends to all claims of every kind or nature whatsoever foreseen or unforeseen, known or unknown. In consideration for being allowed to enter the Senior Center, I further hereby agree to indemnify, defend, with counsel of City’s choosing and hold harmless the City of Costa Mesa and its elected officials, officers, agents, employees, and volunteers from any and all claims, demands, actions, or suits arising out of or in connection with my entrance to the Senior Center.
5. **Compliance with All Rules.** I understand and agree that I must obey all rules and regulations applicable to the Senior Center and instructions provided by City staff and volunteers during my time at the Senior Center.
6. **Miscellaneous.** I acknowledge and agree that this agreement is binding upon my heirs, assigns and legal representatives. I agree that this agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this agreement is severable and that if any clause is found invalid, the balance of the agreement will remain in effect, valid, and enforceable.

**I HAVE READ THIS AGREEMENT AND WAIVER OF LIABILITY AND RELEASE OF ALL CLAIMS, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.**

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_