



**ADULT PARTICIPANT  
RELEASE FORM AND WAIVER**

<b>Participant Name:</b>	<b>Date of Birth:</b>
<b>Program Name:</b>	<b>Program Site:</b>
<b>Class Dates:</b>	<b>Instructor Name (If Applicable):</b>

**Participant**

**Address:**

\_\_\_\_\_

**Number                                          Street                                          City                                          State                                          Zip**

**Email :** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_

**Work Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Emergency**

**Contacts:**

\_\_\_\_\_

**Name                                          Phone Number                                          Relationship**

\_\_\_\_\_

**Name                                          Phone Number                                          Relationship**

**AGREEMENT, WAIVER AND RELEASE**

Assumption of Risk for Recreational Program

In consideration the Desert Recreation District (DRD) allowing me to participate in the recreational program I have listed below by my signature, (specifically including but not limited to any transportation to and from such program, hereafter collectively the program) I hereby agree to comply with any and all regulations of the District as they now exist or as they may be promulgated or amended from time to time.

DRD is not responsible for any loss, alteration, corruption or other damage to my personal property, including computers, networks and other personal property used as part of my participation in the event/class. DRD makes no warranty that 1) internet service will be adequate to facilitate the event/class, 2) internet service will be uninterrupted, timely, secure, error-free or virus-free, 3) any information that may be obtained through the event/class will be accurate or reliable and/or 4) that any errors in software will be corrected.

I understand and agree that any material downloaded, viewed or otherwise obtained through the event/class is done at my own risk and I will be solely responsible for any loss or damage to my personal property, including computer systems and networks, or loss of data that results from the use, download and/or viewing of the event/class.

I hereby warrant and agree, that the conditions of my property, both personal and real, are suitable for participation in the event/class and that by participating in the event/class, I assume the risk that such property is not suitable and agree to hold the DRD harmless from any loss or damage arising from injury to person or property arising from the use of such property in the event/class.

**STAFF: PLEASE DO NOT ACCEPT FORM WITH ANY BLANKS.**

I further waive, release, and discharge any and all claims for damages, personal injury, including risk of exposure to communicable diseases, death or property damage (whether to me or to third parties and including but not limited to attorneys' fees and costs) which I may have, or which may hereafter accrue to me, against the DRD, its officers, agents or employees, as a result of my participation in said program. This release is intended to discharge in advance the DRD and its officers, employees, and agents from any and all liability, claims, demands, obligations or costs, arising or alleged to arise out of or connected in any way with my participation in said program, even though that liability may arise out of negligence or carelessness on the part of the person or entities mentioned above. It is understood that this program involves an inherent element of risk and danger of accidents or injury and knowing those risks, I hereby voluntarily assume those risks and state that I am physically able to participate in such program. I indemnify and hold harmless the DRD and its officers, agents and employees from any liability, loss, damage, cost or expense which they may incur as a result of personal injury and/or any property damage arising or alleged to arise from my participation in such program. This agreement, waiver, release and assumption of risk shall bind on my heirs and assigns.

I understand and agree that the event/class may be recorded for viewing and/or listening by others at a future date. I consent to DRD use of audio/video recordings of me during the event/class and that DRD may use audio/video segments or photograph stills of me for any purpose, including but not limited to news, advertising and promotional purposes, without compensation to me. I hereby release and hold harmless DRD from any claims relating to the use of my likeness and image.

I understand and agree that this is an interactive event/class and agree to act reasonably and professionally at all times during my participation. During live sessions, participants will be able to see and hear anything within audio or camera viewing areas. Accordingly, the event/class coordinator may, in his or her sole discretion, mute and/or restrict video access to participants during the session. Where the participant in the event/class is a minor, the parent or legal guardian must monitor the session to ensure the minor is abiding by these and any other rules and regulations established by the event/class coordinator.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ABOVE DRD AND I SIGN IT OF MY FREE WILL.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**CONSENT TO USE OF NAME OR LIKENESS**

I hereby consent to and grant the Desert Recreation District (DRD) the right to use my name, voice, signature, photograph, or likeness for any lawful purpose including that encompassed by California Civil Code § 3344. I understand that the District may, at its discretion, photograph me and/or make recordings of my voice, and/or reproduce my physical likeness as it may appear in any still camera photograph, motion picture film or video tape and/or recordings of my voice prepared or made while participating in the DRD's recreational activities for use in connection with any exhibition, promotional program, advertisement and broadcast, on television and any motion picture film or video tape regarding such recreational program or as promotional material for the DRD. My name, voice, photograph, or likeness may be used or incorporated for an unlimited period of time. I further understand and acknowledge that I have no right to any compensation for the use of my name, voice, signature, photograph, or likeness.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**STAFF: PLEASE DO NOT ACCEPT FORM WITH ANY BLANKS.**