

**SAN MARINO UNIFIED SCHOOL DISTRICT
USE OF FACILITIES HOLD HARMLESS
RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the San Marino Unified School District for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the San Marino Unified School District, the undersigned for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has the opportunity to carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the San Marino Unified School District for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE SAN MARINO UNIFIED SCHOOL DISTRICT FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE SAN MARINO UNIFIED SCHOOL DISTRICT, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the San Marino Unified School District, its directors, officers, employees, and agents (hereinafter referred to as ~~releasees~~) 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 or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participation in any program affiliated with the San Marino Unified School District, with the sole exception of injuries or death which arise out of the sole negligence or willful misconduct of the San Marino Unified School District.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the San Marino Unified School District premises or in any way observing or using any facilities or equipment of the San Marino Unified School District or participation in any program affiliated with the San Marino Unified School District whether caused by the negligence of the releasees or otherwise, with the sole exception of injuries or death which arise out of the sole negligence or willful misconduct of the San Marino Unified School District.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in, about or upon the premises of the San Marino Unified School District and/or while using the premises or any facilities or equipment thereon or participation in any program affiliated with the San Marino Unified School District with the sole exception of injuries or death which arise out of the sole negligence or willful misconduct of the San Marino Unified School District.

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 legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE

Signature of Applicant

Date

Organization

Phone Number