

**CITY OF WOOLAND
RELEASE AND HOLD HARMLESS AGREEMENT
FOR ENTRY INTO THE WOOLAND REGIONAL PARK SITE**

I _____ (“Legal Guardian”) have voluntarily requested the _____ City of Woodland (“City”) and Tuleyome _____ allow _____ (“Minor”) to permit them to enter the Woodland Regional Park for purposes of viewing the Woodland Regional Park (“Property”). I hereby acknowledge, understand, and agree that the Property is currently undergoing improvements and is not yet a park or for public access. During the improvement phase, the park may be used for cattle grazing and open bee keeping and may be undergoing renovation (including the use of renovation equipment by authorized operating staff). The City is allowing entry to the Property for the Minor’s benefit. I also acknowledge, understand, and agree that by entering the Property, the Minor may be exposed to risks of damage to person or property, including, but not limited to, death.

I HEREBY ACKNOWLEDGE, UNDERSTAND, AND AGREE to the following:

1. I am fully aware of the risks and hazards inherent in entering the Property, and I agree to accept and assume full responsibility for any and all risks of damage, injury, or death resulting to the Minor while inside the Property, whether the risks are known or unknown to me.

2. In consideration for the City allowing the Minor to enter the Property that I, my personal representatives, heirs, next-of-kin, and assigns (collectively the “Releasers”) hereby release, waive, discharge, and covenant not to sue the City and/or Tuleyome, and their officials, officers, employees, volunteers, and agents from and for any and all liability for any loss or damage to me or the other Releasers, and from and for any claim or demands therefor on account of injury to the person or property of the Minor or the other Releasers, including death, whether caused by the negligence of the Minor, the City, other persons inside the Property, or anyone else while the Minor is at the Property.

3. I agree to release on behalf of the Minor and Releasers any and all unknown claims. I understand and agree that the released claims include not only claims presently known to me and/or the Releasers, but also include all known and unknown, suspected and unsuspected, claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character that would otherwise come within the scope of the claims released herein. I understand that I, the Minor and/or the Releasers may hereafter discover facts different from what I/they now believe to be true, which if known, could have materially affected the terms of this Agreement, but we (the Releasers and Legal Guardian) nevertheless waive and relinquish any claims or rights based on different or additional facts. With respect to the released claims, I knowingly and voluntarily waive and relinquish any and all rights or benefits that I and/or the Releasers may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

4. I agree to defend, indemnify, save and hold free and harmless the City and/or Tuleyome and their officials, officers, employees, volunteers and agents from any and all liability from loss, damage, cost or injury, including wrongful death, to any property or persons, including third parties, in any manner arising out of or incident to my acts, omissions or willful misconduct while the Minor is inside the Property, including without limitation the payment of attorneys' fees. Further, I shall defend at the Minor's expense, including attorneys' fees, the City and its officials, officers, employees, volunteers and agents in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct.

5. This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by the law of the State of California, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

6. I have, on behalf of The Minor, read and voluntarily sign this release, waiver and indemnity certification, further agree that no oral representations, statements or inducements apart from the foregoing written certification have been made, and further agree this release, waiver and indemnity certification shall be binding on me and/or my personal representatives, heirs, assigns and next-of-kin.

7. The Minor agrees to strictly abide by all safety requirements and other instructions given to them by City and/or Tuleyome, including any instruction concerning accessing portions of the Property and appropriate attire while in the Property.

8. I give consent to the City of Woodland and/or Tuleyome to photograph or videotape me and/or my Minor(s). I understand the pictures or video may be included in the promotion of City and/or Tuleyome programs.

As the Legal Guardian, I acknowledge, understand, and agree that I am age 18 or older and have read, understood and consented to the Minor's entry inside the Property and to all terms and conditions of this release, waiver, and indemnity certification.

Information pertaining to Legal Guardian & the Minor(s):

**Signature of Legal
Guardian:**

**Printed name of Legal
Guardian:**

Date:

**Printed name of the
Minor (1):**

**Printed name of the
Minor (2):**
