

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (Tour of District Facilities)

In consideration of Santa Clara Valley Water District's ("District") permission to enter the District's premises ("Facilities") and for my participation in a Tour of District Facilities ("Tour"), the undersigned agrees as follows:

1. ASSUMPTION OF RISK. The undersigned agrees to assume all risks related to or arising from (a) the undersigned's entry on or use of the Facilities, (b) the undersigned's participation in Tour activities, (c) the participation of others invited on the Tour with the undersigned in Tour activities involving the undersigned, and (d) the participation of City employees in Tour activities involving the undersigned.

2. HOLD HARMLESS. THE UNDERSIGNED HEREBY AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE DISTRICT, its directors, officers, employees, and agents, from and against any and all claims, demands, or liabilities for damages, costs and expenses (including attorney's fees), however arising, INCLUDING FROM THE ACTIVE OR PASSIVE NEGLIGENCE, whether in whole or in part, of the District or its directors, officers, employees, or agents, which may be sustained or incurred by the District, its directors, officers, employees, and agents under or arising directly or indirectly out of (a) the undersigned's entry on or use of the Facilities (b) the undersigned's participation in Tour activities, (c) the participation of others invited on the Tour with the undersigned in Tour activities involving the undersigned, and (d) the participation of taking sample taste tests of purified water.

I have read and I understand the terms and conditions contained in this Acknowledgment of Risk and Indemnity Agreement. I, on behalf of myself, my heirs, successors, and assigns, hereby voluntarily agree to the above Assumption of Risk and Indemnity Agreement. I also agree that if any portion of this assumption of Risk and Indemnity Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

3. MEDIA RELEASE. I hereby grant full permission to the Santa Clara Valley Water District and all of the abovementioned to capture and use photographs, videotape, motion pictures, recordings and any other media records for any purpose whatsoever, and that such material remain the sole property of the Santa Clara Valley Water District.

Parent/Guardian for minors under 18 years old

I have read and I understand the terms and conditions contained in this Acknowledgment of Risk and Indemnity Agreement and media release.

I, as parent/legal guardian of _____, on behalf of _____, hereby voluntarily agree to the above Assumption of Risk and Indemnity Agreement. I also agree that if any portion of this Assumption of Risk and Indemnity Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Print Name _____

Signature _____

Date _____

