



## RELEASE AND WAIVER OF LIABILITY

In consideration of the City of National City provision of facilities, I agree to waive and release the City of National City and its officers, agents and employees from and against any and all claims, costs, liabilities, expenses or judgments, including attorney's fees and court costs arising from my instruction of, and participation in, *National City's Tree Planting event on Saturday, November 19, 2016* or any illness or injury including death resulting there from, and hereby agree to indemnify and hold harmless the City of National City from and against any and all such claims, whether caused by negligence or otherwise, except for illness and injury resulting directly from gross negligence or willful misconduct on the part of the City or its employees.

I further consent to the unrestricted use by the City of National City, or any person authorized by them of any photographs, recordings, interviews, videotapes, motion pictures or similar visual or auditory recording of me in connection with volunteering. I understand that my image may be edited, copied, exhibited, published or distributed by the City of National City, and I waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be electronically displayed via the Internet or in a public educational setting. There is no time limit on the validity of this release nor is there any geographic limitations of where these materials may be distributed.

I UNDERSTAND AND AGREE THAT BY SIGNING THIS WAIVER I AM FREEING THE CITY OF NATIONAL CITY, ITS EMPLOYEES, OFFICERS OR AGENTS FROM ANY LIABILITY RESULTING FROM MY INSTRUCTION OF, AND PARTICIPATION IN *NATIONAL CITY'S TREE PLANTING EVENT ON NOVEMBER 19, 2016*. I RECOGNIZE THAT THE ACTIVITY CAN BE DANGEROUS TO ME AND ACCEPT THOSE DANGERS. I UNDERSTAND THAT IF I AM INJURED, THIS WAIVER WILL BE USED AGAINST ME AND ANYONE ELSE CLAIMING DAMAGE BECAUSE OF MY INJURY IN ANY LEGAL ACTION. I ALSO UNDERSTAND THAT NO EMPLOYEE OR AGENT IS AUTHORIZED TO MODIFY THIS WAIVER. I CERTIFY THAT I HAVE PERSONALLY READ AND UNDERSTAND THIS WAIVER AND RELEASE.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_