

**CITY OF SAN JOSE
AGREEMENT AND RELEASE OF LIABILITY FOR MINOR**

I, _____, am the Parent or Legal Guardian of _____, a minor (“Participant”). In consideration for permitting Participant to tour the San José/Santa Clara Water Pollution Control Plant (“SJ/SC WPCP”), which is owned and operated by the City of San José as administering agency on _____, 201_, I, as the Parent or Guardian of Participant hereby agree that **I will not make a claim against, or sue, the City of San José, or the San José/Santa Clara Water Pollution Control Plant, their officers, agents or employees for injury, death or property damage arising from the negligence (whether active or passive and expressly including the gross negligence), willful misconduct or other acts by the City of San José, the San José/Santa Clara Water Pollution Control Plant, their officers, agents or employees, as a result of Participant’s participation in the tour of the SJ/SC WPCP..** I expressly agree that Participant’s participation in the tour of the SJ/SC WPCP Property is of no value, use or benefit to the City of San José or the San José/Santa Clara Water Pollution Control Plant

I am aware that touring the SJ/SC WPCP may involve inherently dangerous activities. I understand that the hazards of use of the facilities include, but are not limited to, injury or death from natural and manmade conditions that exist at the SJ/SC WPCP, as well as the operations that are conducted thereon by the City of San José. I am voluntarily touring the WPCP Property with knowledge of the dangers involved and I agree to accept any and all risks of injury or death. PLEASE INITIAL HERE_____.

In addition, I release and discharge the City of San José and the San José/Santa Clara Water Pollution Control Plant, their officers, agents and employees from all actions, claims or demands that I, now have or may later have for injury, death or property damage resulting from Participant’s tour of the SJ/SC WPCP Property.

Section 1542 of the Civil Code of the State of California provides as follows:

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

I hereby represent that I have read and understand Civil Code Section 1542 and that I hereby waive all present and future rights and benefits under Section 1542 to the extent it would permit claims arising from my tour of the WPCP Property, including without limitation any based on facts found to be different from the facts believed to be true at the time this Agreement and Release of Liability was executed. **PLEASE INITIAL HERE_____.**

**CITY OF SAN JOSE RELEASE FORM FOR
SAN JOSE/SANTA CALRA WATER POLLUTION CONTROL PLANT
REQUIRED OF ALL MINORS - ONE FORM PER MINOR**

I further agree to defend, indemnify and hold harmless **the City of San José and the San José/Santa Clara Water Pollution Control Plant, their officers, agents and employees from all actions**, claims or demands that my heirs, spouse, guardians, legal representatives or assigns now have or may later have for any injury, death or property damage resulting from Participant's tour of the SJ/SC WPCP Property.

This Agreement and Release of Liability are intended to be binding upon any heirs, guardians, legal representatives and assigns.

I further represent and warrant that I have provided a Medical Consent to Treatment of Minor to the school or school district that is taking Participant on the tour of the SJ/SC WPCP.

I, _____, (Parent /Guardian), HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I HAVE EXPLAINED THIS DOCUMENT TO MY CHILD/WARD AND REPRESENT THAT MY CHILD/WARD UNDERSTANDS THE CONTENTS OF THIS DOCUMENT.

PARENT/GUARDIAN	DATE
<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; padding: 2px;">MINOR NAME</div> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; padding: 2px;">IF PARTICIPANT IS UNDER 18</div> <div style="border: 1px solid black; padding: 2px;">NAME OF PARENT/LEGAL GUARDIAN</div>
<div style="border: 1px solid black; padding: 2px;">MINOR HOME ADDRESS</div> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	<div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
<div style="border: 1px solid black; padding: 2px;">MINOR TELEPHONE NO. _____ (HM.)</div>	<div style="border: 1px solid black; padding: 2px;">PARENT OR LEGAL GUARDIAN ADDRESS</div> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>
	<div style="border: 1px solid black; padding: 2px;">PARENT/ LEGAL GUARDIAN TELEPHONE NO. _____ (HM.)</div>
	<div style="border: 1px solid black; padding: 2px;">_____ (WK.)</div>