

CITY OF BARSTOW
WAIVER OF LIABILITY AND ACKNOWLEDGEMENT

PT-RECREATION LEADER/LIFEGUARD – APPLICATION PROCESS SWIM TEST

I _____ (print name) being an adult over the age of eighteen (18), desire to participate in the swim test (the “Activity”) application process for the Recreation Leader/Lifeguard position with the City of Barstow (the “City”). The Undersigned is fully aware of the risks and hazards connected with the Activity and hereby elects to voluntarily participate in said Activity, knowing that the Activity may be hazardous to me and my property. THE UNDERSIGNED VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained as a result of being engaged in such Activity.

In exchange for participating in the Activity, I, on behalf of myself, heirs, estate, insurers, representatives, and assigns, hereby fully release, waive, discharges and covenants not to sue the City of Barstow, its employees, elected and appointed officials, volunteers, attorneys, agents and any other person(s) acting on the City’s behalf (hereafter the ‘Releasees’) from any and all claims for bodily injury (including death), and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys’ fees) to the me or any other person, arising out of or relating to my participation in the Activity and agrees to waive any rights to make the above claims through a lawsuit or otherwise against the Releasees above.

I understand and acknowledge responsibility for any injury or damage I cause to others during the Activity and hereby agree to indemnify, defend, and hold harmless the Releasees from any and all claims for bodily injury (including death) and other liability, damages, lawsuits, expenses (including but not limited to, medical expenses and attorneys’ fees) resulting from participation in the Activity, whether caused by any act or omission of ordinary negligence of Releasees, or otherwise.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City or its employees, agents, or officers if I am injured or damaged for any reason as a result of participation in this activity. I further acknowledge that no oral representations, statements, or inducements have been made.

Participant Name (print)_____

Signature_____Date _____