



12345 El Monte Rd.
Los Altos Hills, CA 94022
Foothill College
De Anza College

VOLUNTARY ACTIVITY WAIVER ASSUMPTION OF RISK AND RELEASE OF LIABILITY & INDEMNITY

For and in consideration of permitting _____ (Participant) to participate in _____ (Activity), the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and continue, and the undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the **Foothill-De Anza Community College District** or any of its officers, agents, volunteers, or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

IT IS THE INTENTION OF THE ABOVE-NAMED PARTICIPANT BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE **FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT** FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

The undersigned, for him/herself, his/her heirs, executors, administrators or assigns, agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the **Foothill-De Anza Community College District**, he/she shall indemnify and hold harmless the same Foothill-De Anza Community College District from any and claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

The undersigned acknowledges that he/she has read the foregoing ASSUMPTION OF RISK AND RELEASE OF LIABILITY & INDEMNITY Notice and the foregoing three (3) paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in the Activity and instructing of Activity and is fully aware of the legal consequences of signing this Release.

Dates of Activity - Start: _____ End: _____

Location of Activity: _____

Participant Name: _____

Participant Signature: _____ Date: _____

Parent or Guardian Signature: _____ Date: _____

(If Participant is under 18 years of age)

Retain signed VOLUNTARY ACTIVITY WAIVER ASSUMPTION OF RISK AND RELEASE OF LIABILITY & INDEMNITY Form for each participant at College/Division offices for a minimum three (3) years.