



The City of Coronado

**CORONADO CLUB ROOM AND BOATHOUSE
AGREEMENT AND RELEASE OF LIABILITY**

1985 STRAND WAY
CORONADO, CA 92118
(619) 522-7342

I, _____, am aware that the Coronado Club Room and Boathouse recreational activities and equipment have (a) inherent risks, dangers, and hazards and such exists in my use of any equipment and my participation in these activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that, could cause serious disability; (c) these risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of the City of Coronado, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes; (d) by my participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or conduct of the representatives, employees, or volunteers of the City of Coronado. _____ (Initial)

I hereby acknowledge and agree that participation in the Coronado Club Room and Boathouse recreational activities and the use of the Coronado Club Room and Boathouse facilities, equipment, taking of classes, and/or participating in activities sponsored by the City of Coronado Recreation Services have inherent risks. Those risks include, but are not limited to, all manner of injury resulting from: negligent misuse of the facilities, or equipment of the City of Coronado Recreation Services; falling off and/or impacting against fitness equipment, projections (permanently or temporarily in place), and floor; slips, trips, falls, or other, in using the facilities or equipment of the City of Coronado Recreation Services; and/or negligence of other participants, visitors, or persons who may be present at the Coronado Club Room and Boathouse. _____ (Initial)

I hereby acknowledge, agree and represent that I have, or immediately upon entering, will inspect the Coronado Club Room and Boathouse, equipment and the surrounding premises, and I further warrant that such entry into the Coronado Club Room and Boathouse for observation, participation, or use of any of its facilities or equipment constitutes an acknowledgement that such

premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts the same as being safe and reasonably suited for the purposes of such observation or use. _____ (Initial)

I agree to be responsible to follow any safety rules and procedures established by the City of Coronado and that are normally associated with the Coronado Club Room and Boathouse's equipment and activities. _____ (Initial)

I am voluntarily choosing to use the Coronado Club Room and Boathouse. As lawful consideration for permission to enter this facility for any purpose, including, but not limited to observation, use of facilities or equipment, or participation in any way, I agree to release from any legal liability to me or to my personal representatives, assigns, heirs, and next of kin, and agree not to sue the City of Coronado, its elected and appointed officers, officials, agents, and employees (the "Releasees"), for any loss or damage, including all injuries, including death, or property damage caused by or resulting from any participation in, or observation of, fitness room whether or not such injury, death, or property damage was caused by alleged negligence of the Releasees, or any of them. _____ (Initial)

I agree to indemnify, defend, and hold harmless the City of Coronado, its elected and appointed officers, officials, agents, and employees, from any and all claims asserted or liability established for damages or injuries to any person or property, that arise out of or are in any manner directly or indirectly connected with my participation in any recreational activities provided by, use of any equipment of, or presence in, upon, about, or at the Coronado Club Room and Boathouse, and all expenses of investigating and defending against same, including any claims or liability arising from the active negligence of the City of Coronado, its officers, agents, or employees. _____ (Initial)

I agree that this AGREEMENT AND RELEASE OF LIABILITY is intended to be as broad and inclusive as is permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision.

I am aware that this contract is legally binding and that I am releasing legal rights by signing it. This agreement is intended to be binding on my heirs, personal representatives, next of kin, and assigns.

Signature of Participant
Required

Date

Signature of Parent/Guardian (circle)
Parent must sign in person if participant
is a minor 17 or under – Required

Date

NAME AND LIKENESS RELEASE

In further consideration of permission to use the Coronado Club Room and Boathouse and activities, I agree that the City of Coronado and its officers, agents, or employees may use my appearance, name, and likeness in connection with my use of the facility in any City publication, including news releases, without my prior consent. I further agree that I am not entitled to any compensation for such use of my appearance, name, and likeness.

MEDICAL TREATMENT

In connection with any injury I may sustain, or illness or other medical conditions I may experience, during my participation in fitness or recreational activities or my attendance at the Coronado Club Room and Boathouse, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents, or other appropriate documents relating to medical attention and to act on my behalf if I or my parent or guardian is not able or immediately available to do so.

Signature of Parent/Guardian (circle)
Parent must sign in person if participant
is a minor 17 or under - Required

Date

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