

Assumption of Risk, Release of Liability, Hold Harmless, and Release of Publicity Rights Agreement

Activity: Wastewater Treatment Plant Tours

I, the individual participant identified below (or the parent/legal guardian of the individual participant), in consideration of being permitted to enter property owned by the City and County of San Francisco under the jurisdiction of the San Francisco Public Utilities Commission (Property), for the above-referenced Activity, do hereby enter this Assumption of Risk, Waiver of Liability, and Release of Publicity Rights Agreement (Agreement) for myself, my dependents, heirs, personal representatives, and assigns with the express purpose of relieving from liability the City and County of San Francisco, the San Francisco Public Utilities Commission, and any of their officers, employees, agents, or contractors (collectively, SFPUC) relating to my entry onto the Property and/or my participation in the Activity.

The Property has certain physical characteristics which may include but are not limited to conditions involving water; wastewater; odors; potential exposure to bacteria or pathogens; machinery with moving parts; uneven or slippery walkways, stairs, or steps; areas without guardrails or other physical barriers; and other potentially dangerous conditions or characteristics. **Entering the Property and/or engaging in the Activity carries inherent risks to person and property that cannot be eliminated regardless of the care taken to avoid injury. Such risks include and are not limited to personal injury, air- or water-borne illness or other communicable disease, death, or loss of or damage to clothing, personal effects, or other property.**

Acknowledgement and Assumption of Risk: I have read the previous paragraphs and I acknowledge, understand, and appreciate that known and unknown risks to person and property are inherent in entering the Property and/or participating in the Activity. I expressly and voluntarily assume all such risks when I enter the Property and/or participate in the Activity.

Release of Liability and Hold Harmless: I hereby release and forever discharge the SFPUC from any and all loss, damage, cost, expense, claims, causes of action, lawsuits, and liabilities arising out of or related to the Property and/or the Activity. Additionally, I further release and agree to hold harmless and indemnify the SFPUC from any and all claims and liabilities for personal injury or property damage, including claims by third parties, arising from or related to my own negligent acts, errors or omissions, or willful misconduct related to my presence on the Property and/or participation in the Activity.

Release of Publicity Rights: I acknowledge and agree that while I am on the Property and/or participating in the Activity, the SFPUC may capture my likeness, statements, or voice for use in internal or external communications. I hereby grant the SFPUC the right and permission to publish, reproduce or otherwise use my name, voice, statements by me, image or other likeness of me, alone or with other persons, including but not limited to in written materials, photographs, films, videos, websites, social media, internet or blog postings, and audio or any other type of recordings (Publicity Rights) for instruction, education, public relations, art, advertising, trade or any other lawful purpose. I waive any right I may have to inspect or approve any uses made of my Publicity Rights or other contributions by me. I hereby assign to the SFPUC and relinquish all rights, title and interest I may have in whatever the SFPUC create that includes my Publicity Rights or other contributions by me, and waive all rights to any compensation or royalties, now or in the future.

Severability: This Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and if any portion is held invalid, that portion shall be deemed severed from the Agreement and the remainder shall continue in full legal force and effect.

Acknowledgment of Understanding: I, the participant or the parent or legal guardian of the participant identified below, have read this Agreement, fully understand its terms, and understand that I am giving up substantial rights. I acknowledge that I am signing this Agreement freely and voluntarily.

Print Name _____

Signature _____

Date _____

Parent/Legal Guardian for Minors Under 18 Years Old

In the event that the tour participant is under the legal age of consent, this form must be signed by a parent or legal guardian. By signing below, the parent or legal guardian acknowledges that they have read this document and have authority to sign the document and agree to release, hold harmless, indemnify, and defend the SFPUC. The signature below represents an agreement to be bound by the terms of this document and to give permission for the participant to participate in the tour.

Print Minor's Name _____

Print Parent or Guardian's Name _____

Signature _____

Date _____