

HOLD HARMLESS AND INDEMNITY AGREEMENT

This HOLD HARMLESS AND INDEMNITY AGREEMENT is made this ____ day of _____ 20__ by me (as the "Participant") for the benefit of the CITY OF GARDENA, a California municipal corporation, located at 1700 West 162nd Street, Gardena, CA 90247 ("City") and FRIENDS OF GARDENA WILLOWS WETLAND PRESERVE, INC., a California nonprofit public benefit corporation, with mailing address 2027 West 149th Street, Gardena, CA 90249 ("Friends").

WHEREAS, City has permitted me to enter upon that certain real property Gardena Willows Wetland Preserve, more commonly known as "The Willows", an open space preserve within the City ("Property"); and

WHEREAS, in exchange for City/Friends permission to allow me to enter upon the Property I agree to the following:

TERMS

1. Voluntary Participation. I (as the "Participant") understand that entry upon the Property may entail certain health risks to my person, including, but not limited to contracting the West Nile Virus, and I choose to voluntarily enter upon the Property at my own risk. I represent that I am in good health and do not suffer from any physical or mental problem which would either endanger myself or unduly increase my risk while entering upon the Property, beyond those risks outlined above.

2. Release of Claims. By entering upon the Property, I, my heirs, executors, administrators, representatives and assigns, hereby expressly release, discharge, waive and relinquish all claims, demands, causes of action, liability, loss or damages, for injury to persons or property, including wrongful death, whether actual or alleged, against the City/Friends, its officers, officials, agents, contractors, employees and volunteers, arising out of or incident to my entry upon the Property, whether or not such claims, demands, causes of action, liability, loss, or damages arise out of the negligence of the City/Friends, its officers, officials, agents, contractors, employees and volunteers. I acknowledge that I am aware of the provisions of California Civil Code Section 1542, which provides:

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.

This Agreement has been entered into in contemplation of Civil Code Section 1542. I hereby waive the benefits and protections of Civil Code Section 1542 and all other state and federal statutes and decisional authority of similar effect.

Participant's Initials

Parent/Legal Guardian Initials (if under 18)

3. Indemnity. By entering upon the Property, I will defend, indemnify, and hold harmless the City/Friends, its officials, officers, employees, agents, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to my entry upon the Property, whether or not such claims, demands, causes of action, liability, loss or damages arise out of the negligence of the City/Friends, its officers, officials, agents, contractors, employees or volunteers. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses and the reimbursement of the City/Friends, its officers, officials, agents, contractors, employees or volunteers for all legal expenses and costs incurred by each of them. This obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by the City/Friends, its officers, officials, agents, contractors, employees or volunteers.

4. Authority to Enter Agreement. I warrant that I have the legal power, right, and authority to make this Agreement.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

6. Entire Agreement. I have had the opportunity to ask any questions about this Agreement of the City/Friends and I understand that this Agreement contains the entire Agreement related to the matters specified herein, and supersedes any prior oral or written statements or agreements related to such matters.

SIGNATURE OF PARTICIPANT

SIGNATURE OF PARENT/LEGAL GUARDIAN

(PARTICIPANT-18 YEARS & OLDER)

(MINOR UNDER 18 YEARS OLD)