



Release, Waiver of Liability and Indemnity Agreement

City of Richmond (the "City") is the owner of the former Naval Depot Pt. Molate, including the facilities and buildings located thereon (the "Premises"), and, as owner, permits third-parties from time to time to enter the Premises. In consideration of the permission from the City to access the [BUILDING/AREA] _____ located at Premises on [DATE AND TIME] _____ for the purposes of [DESCRIBE ACTIVITY] _____ (the "Activity"), the undersigned individually and on behalf of his or her personal representatives, assigns, heirs and next of kin ("hereafter "Releasors") acknowledges that the Premises are in an "as-is" condition and there is no guarantee of safety or construction quality and that accidents and injuries can arise out of access to the Premises.

In further consideration of being permitted to enter the Premises for the Activity, the undersigned hereby agrees to the following:

1. I hereby release, discharge and covenant not to sue the City, its officials, officers, employees, volunteers and agents for any and all liability to the undersigned, my personal representatives, assigns, heirs and next of kin (the "Releasors"), for any loss or damage and any claim or demands therefore on account of injury or death to persons or damage to property whether caused by the negligence of the City or otherwise while Releasors are in, upon or about the Premises.

2. I further agree to indemnify, defend and hold harmless the City, its officials, officers, employees, volunteers and agents ("Indemnitees") of and from any loss, lien, liability, claim, suit, damage, attorneys' fees, experts fees, or cost which may be incurred or suffered from the presence of Releasors in, upon or about the Premises or in any way observing or using any facility or equipment of the City ("Indemnified Claims"), except where it is proved by a final judgment, after all appeals are exhausted, that the Indemnified Claim was caused by the sole active negligence or willful misconduct of the City, its officials, officers, employees, volunteers or agents.

3. I assume full responsibility for all risk of bodily injury, death or property damage occurring while Releasors or any of them are in, upon or about the Premises.

4. I expressly agree, individually and on behalf of Releasors, that this Release, Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion thereof is held to be invalid, it is agreed that the balance shall continue in full legal force and effect.

5. I and each of the Releasors shall abide by all directions and rules of the City regarding access to the Premises and shall not enter the Premises at any time without express and specific authorization to access the Premises.

6. I acknowledge and agree that the City may revoke permission to access the Premises at any time in the City's sole and absolute discretion.

7. I warrant that I have full authority to enter into this Release, Waiver of Liability and Indemnity Agreement individually and on behalf of the Releasors.

8. I agree that I am responsible for my own safety and security (including my personal possessions), and that I will only enter the Premises after careful inspection to determine their safety and will immediately quit the Premises if any unsafe conditions should arise.

9. I have read and voluntarily signed this Release, Waiver of Liability and Indemnity Agreement and further agree that no representations, statements or inducements apart from the foregoing written agreement have been made to me.

I have read, understand and agree to be bound by this Release, Waiver of Liability and Indemnity Agreement:

Name: _____ Date: _____

Signature: _____

Organization: _____ Title: _____

Contact Information:

Telephone No: _____ Mobile No.: _____

Address: _____

Email: _____

Area for Staff Approval: