

**RELEASE OF LIABILITY – PROPERTY REVIEW****CONFIDENTIAL**

This document contains personal information and pursuant to Civil Code § 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

**Release of Liability and Assumption of Risk Agreement**

This is a release. Read it carefully before signing. This release states that I know that I am going on a property visit including a vacant, uninhabitable building. As a result of the inherent risks in this activity, I know I may suffer life ending injuries, get injured or my belongings may be damaged. If any of these occur, I understand that I cannot make a claim, sue, or expect the City of Pasadena, its officers, agents, employees, associates, or vendors (hereinafter referred to collectively as the City) to be legally responsible or pay for any of these damages.

**ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS:** I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this property visit with the City. Certain risks are inherent in any such activity and cannot be eliminated, altered, or controlled, and these risks can also be the cause of injury, illness, death, and damage to personal belongings. I know and fully understand that a property visit including a vacant, nonhabitable building is an undertaking with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries and suffer property damage.

**I acknowledge and willingly assume all risks and hazards in the property review and related activities** from the property visit until the conclusion of the visit, including, but not limited to, (1) structural failure of the building, falls, collision with other participants, equipment, structures, and any portion of the property, and any other man-made or natural obstacles, whether obvious or not; (2) judgment, decision-making and conduct of the guides; (3) encounters with animals, wildlife and insects; (4) exposure to extreme temperatures and inclement weather, including travel by foot or vehicle in any way related to this activity; (5) assistance in lifting and/or carrying equipment, structural elements, and hardware; (6) rescue-related injuries; and (7) unavailability of immediate and appropriate medical attention in case of injury. I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, anticipated or unanticipated, may also exist and result in injury, illness, disease, death or damage. **My participation in this activity is purely voluntary and I elect to do so at my own risk.**

**Release:** In consideration for the City allowing me on the property premises, I voluntarily agree to release, discharge, and hold harmless the City for any and all claims of liability arising out of their negligence, fault, recklessness, or any other act or omission which causes the undersigned illness, injury, disease, death, and damages of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge the City from any act of omission of negligence in rendering or failing to render any type of rescue or medical services. **In signing this document, I fully recognize and understand that if I am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against the City, even if they negligently or by some other act or omission cause the injury or damage.**

Personal Travel and Medical insurance is strongly advised for all participants. The City has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of Participant, or other participants, for the activities. I accept full responsibility for determining my medical and physical condition or other qualifications or suitability for participating in this property review activity.

The City reserves the right to accept or deny service and/or property access to any person. Minors under 18 years of age are not able to participate in this activity with the City. I hereby agree to follow all rules, regulations, and the instructions of the City while on this property review. I hereby agree that the City may use film, voice, or photographic records of this property review for its promotional and/or commercial purposes. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which the City or its agents is a party shall be the Superior Court of Los Angeles County in Los Angeles, California.

**I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN THIS PROPERTY REVIEW ACTIVITY. I UNDERSTAND THAT IT IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED AND THE CITY, ITS, OFFICERS, AGENTS, AND EMPLOYEES AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE REPRESENTATIVES OR STATEMENTS BY THE CITY OR BY THE UNDERSIGNED. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.**

ALL PARTICIPANTS MUST FILL OUT THIS ENTIRE FORM.  
PLEASE PRINT CLEARLY. Thank You!

Please Print Name \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_