

MAKE A DIFFERENCE DAY 2025

ASSUMPTION OF THE RISK, LIABILITY WAIVER AND RELEASE

FOR AND IN CONSIDERATION OF permitting the undersigned to participate, spectate, observe, interact, engage, assist, serve in any nature or manner whatsoever of the activities, function, and operation of the annual MAKE A DIFFERENCE DAY the undersigned, his/her heirs, executors, administrators, successors and assigns agrees, affirms and covenants:

To observe, abide, follow and comply with each and every regulation or rule established by MAKE A DIFFERENCE DAY, the City of Monrovia, its officers, agents, employees, representatives, or any persons associated therewith.

The undersigned knows, recognizes and understands the activity the undersigned is participating in involves the risk of physical injury and/or death to his/her person and property and the undersigned is participating with full and complete knowledge of said risks and the undersigned freely, voluntarily and expressly acknowledges, affirms, understands and assumes all risks inherent in the activity.

To the fullest extent permitted by law, the undersigned shall indemnify, defend and hold harmless MAKE A DIFFERENCE DAY, the City of Monrovia, its officers, directors, council members, employees and agents from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs, expenses of any kind or nature whatsoever, including but not limited to, interest, court costs and attorney's fees, which in any way arise out of or result from any act(s) or omission(s) by MAKE A DIFFERENCE DAY or anyone directly or indirectly employed by MAKE A DIFFERENCE DAY or anyone for whose act(s) MAKE A DIFFERENCE DAY may be liable, including but not limited to injury to or death of any person and damages or destruction to any property, real or personal. This shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence, whether passive, active or otherwise, or was caused in part by a party indemnified hereunder. However, nothing contained in this section shall be construed as indemnity against any loss, liability or claim arising solely from the gross negligence or willful misconduct of MAKE A DIFFERENCE DAY. The obligation under this section shall not be limited in any way by any limitations on the amount or types of damages or injuries. The obligations, promises and covenants of this section shall survive termination, completion or expiration of this agreement.

The undersigned gives permission and consent to MAKE A DIFFERENCE DAY and/or hospital personnel, staff, members, employees, and agents and assigns to administer medical treatment should the undersigned become injured or ill during the period of participation.

IN WITNESS WHEREOF the undersigned has read the foregoing, fully understands it, and agrees to all of the terms herein.

Print Name

Signature

Date

Telephone Number/E-mail

Address

☐ Individual

☐ Group/Organization Name: _____

Parental Consent: (To be completed if applicant is under 18 years of age)

I give my consent for my son/daughter _____ to participate in the above activity, and I execute the above liability release on his/her behalf.

Print Name Parent/Guardian

Signature of Parent or Guardian

Dated: _____

PHOTO RELEASE OF MINORS

- ☐ **Yes**, I do give the Volunteer Center of San Gabriel Valley permission to publish any photos of said minor taken at Make a Difference Day.
- ☐ **No**, I do not give the Volunteer Center of San Gabriel Valley permission to publish any photos of said minor taken at Make a Difference Day.