

# PORTOLA PEDAL CAR RACE AGREEMENT, RELEASE OF LIABILITY, AND RISK ACKNOWLEDGMENT

I am the parent or legal guardian of: \_\_\_\_\_ . I desire my child to participate in the Pedal Car Races at Portola RR Days.

I understand that the activities are potentially dangerous activities. Risks include but are not limited to physical contact with other pedal cars or individuals, terrain hazards, the risks associated with physical exertion (dehydration, etc.) condition of the pedal cars, and the risk that participants do not follow instructions.

I understand that my child may be injured or may injure someone else while operating a pedal car or participating in the various activities, and that there is a risk of serious personal injury. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities.

Furthermore, Railroad Days volunteers and city employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions.

Understanding these risks, in consideration of the services provided by all Portola Railroad Days volunteers, Portola Railroad Days sponsors, city employees, Eastern Plumas Chamber of Commerce (EPCC), Evergreen Market and all other persons or entities acting in any capacity associated with the event, and my child's participation Pedal Car Races at Portola RR Days, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless all Portola Railroad Days volunteers, Portola Railroad Days sponsors, city employees, EPCC and Evergreen Market from any and all claims, property damage or injury or death.

I EXPRESSIVELY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (AND ANY SIMILAR PROVISIONS OF THE LAWS OF ANY OTHER JURISDICTION,) WHICH STATES: "A general release does not extend to claims which the creditor does not know or suspect to exists in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I expressly accept and assume all of the risks associated with these activities and acknowledge that my child's participation in these activities is purely voluntary. I elect to have my child participate in spite of the risks. Should anyone acting on behalf of Portola Railroad Days, its sponsors, the City of Portola, EPCC or Evergreen Market be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I warrant that my child is in good health and has no physical condition that would prevent my child from participating in these activities. I further certify that I am willing to assume the risk of any medical or physical condition my child may have.

I have discussed the rules applicable to this event with my child, and I agree on behalf of my child that he or she will obey the rules.

By signing this document, I agree to the above provision and give full permission for my child to participate in this event. I acknowledge that if anyone is hurt or property is damaged during my child's participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Portola Railroad Days, it sponsors, the City of Portola, EPCC, Evergreen Market, or anyone associated with the event, on the basis of any claim from which I have released them from herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by Portola Railroad Days, it sponsors, the City of Portola, EPCC and Evergreen Market to participate in its activities, I agree to all of the terms above on behalf of the Minor.

Signature of Parent or Guardian: \_\_\_\_\_