



Splash! La Mirada Regional Aquatics Center
13806 La Mirada Boulevard
La Mirada, CA 90638
SplashEvents@cityoflamirada.org

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

In consideration of me and my minor and/or adult guests ("Invitees") being allowed to reserve and to use the water park and other public facilities at Splash/Buccaneer Bay ("Facilities") for a birthday party on _____, 20__, pursuant to the Party Reservation Form I signed, and to the fullest extent permitted by law, I hereby waive, release, signed, and discharge in advance, on behalf of myself and my Invitees, any and all claims and causes of action for damages for death, personal injury and/or property damage which I or any of my Invitees, any have, or which may hereafter accrue to any of us or to any of our heirs, assigns, or other successors in interest, against the City of La Mirada, its elected officials, officers, employees, volunteers, and/or agents ("Releasees"), as a result of being allowed to reserve and/or use any of the Facilities. This Waiver is intended to release, in advance, the Releasees from all liability under any theory, even if arising out of their active or passive negligence, but not gross negligence or willful misconduct.

I and my Invitees fully understand the nature of Splash/Buccaneer Bay water park, and further understand and agree that serious accidents may occasionally occur while utilizing the Facilities, including any required transportation to and from the Facilities, and that users of the Facilities may sustain fatal or serious personal injuries and/or property damage as a consequence of thereof. Knowing these risks, and having full knowledge of my and my Invitees' physical limitations, I nevertheless expressly agree to assume those risks and hold each of the Releasees free and harmless with respect to any liabilities for such injuries, damages and/or death. I and my Invitees further understand and agree that this Waiver is binding on us and all of our heirs, assigns, and other successors in interest. I further expressly authorize the provision of emergency medical aid to me and/or my Invitees if needed and I agree that this Waiver shall apply to any such treatment.

I further agree to indemnify, defend and hold each of the Releasees free and harmless, with respect to all claims and liabilities asserted by any person, including any of the Releasees, for damages, losses, and/or injuries, arising out of or in any way connected with my or my Invitees' reservation and/or use of the Facilities including, but not limited to, any transportation to and from the Facilities, to the fullest extent permitted by law. I accept full responsibility and agree to promptly pay all costs to repair and/or replace any property of the Releasees damaged by me or any Invitee.

I understand and agree that, in the absence of this Waiver, the City of La Mirada would not provide the opportunity for me to reserve the use of the Facilities, or offer the recreational activities or services described in the Party Reservation Form I signed.

I hereby give permission for videos/photography of myself and/or my Invitees to be used in local newspapers, on television, in the City of La Mirada publicity material, or similar published materials for the sole purpose of promoting Splash/Buccaneer Bay.

I AM SIGNING THIS DOCUMENT WITH THE INTENT TO RELEASE AND HOLD HARMLESS IN ADVANCE THE CITY OF LA MIRADA, AN ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH, REGARDLESS OF THE ALLEGED BASIS OF LIABILITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW. I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THE SAME I AM GIVING UP IMPORTANT LEGAL RIGHTS.

Reserving Adult

Date

Waiver should be returned to a Splash! Crew Member, or via email to SplashEvents@cityoflamirada.org, at least two days prior to your event date.