

**WAIVER AND RELEASE OF LIABILITY
AND INDEMNITY AGREEMENT**

I know that entry on property known as Assessor's Parcel Numbers (APNs) 215-0140-014 and 215-0140-016 located south of E Street between Dry Creek Road and 16th Street, Rio Linda, CA 95673 (Subject Property) is at my own risk. I assume all risks associated with entry, including but not limited to falls, contact with other people, the effects of weather, including high heat and/or humidity, the conditions of the paved and unpaved areas of the Subject Property, all such risks being known and appreciated by me.

Waiver: In consideration of being permitted to enter Subject Property, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue the County of Sacramento, its officers, employees, agents and volunteers from any and all claims or liabilities including but not limited to personal injury, accidents or illnesses (including death), and property loss due to the negligence of the County of Sacramento, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, entry to Subject Property.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the County of Sacramento, its officers, employees, agents and volunteers from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in visiting the Subject Property and to reimburse them for any such expenses incurred by them from my entry to the Subject Property.

Severability: The undersigned further expressly agrees that the foregoing waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IMPORTANT:

THIS DOCUMENT RELIEVES THE COUNTY OF SACRAMENTO AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME

SIGNATURE

DATE

All entrants must sign waiver. (If under age 18, a parent or legal guardian must sign waiver)