GAVILAN COLLEGE

VOLUNTARY ACTIVITY WAIVER, RELEASE & INDEMNITY AGREEMENT

For and in consideration of permitting _____to enroll in and participate in
                                                     (Participant)

_____ and class instruction of _____ given by Gavilan College, in
(Activity)   (Activity)

City of _____, County of _____, State of California, beginning on the

_____ day of _____, 20__, the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and continue, and the undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against **Gavilan Joint Community College District** or any of its officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

It is the intention of _____by this instrument, to exempt and relieve **Gavilan**
                                      (Participant)
Joint Community College District from liability for personal injury, property damage or wrongful death caused by negligence.

The undersigned, for him/herself, his/her heirs, executors, administrators or assigns, agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against **Gavilan Joint Community College District**, he/she shall indemnify and save harmless the same **Gavilan Joint Community College District** from any and claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

The undersigned acknowledges that he/she has read the foregoing Waiver of Liability Notice and the foregoing three (3) paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in the activity and instructing of _____, and is fully aware
                                   (Activity)
of the legal consequences of signing the within instrument.

_____   _____
Signature (Participant)   Date

_____   _____
Signature (Witness)   Date