



Municipal Water District

Facilities Tour Waiver and Release From Liability and Indemnification

This document will affect your legal rights and liabilities – Please read carefully before signing.

RE: Olivenhain Municipal Water District (“OMWD”) Facilities Tour scheduled on _____

I, _____ (*Print Name*), in consideration of being permitted to attend a tour of OMWD’s facilities which may involve inherent risks, dangers and hazards, hereby agree to the following:

I hereby indemnify and hold harmless OMWD, its elected and appointed officers, directors, agents, employees, and volunteers from any and all lawsuits, damages, claims, judgments, losses, liability or expenses arising out of (1) the death of personal injury or property damage to, myself, which may be sustained while using property or equipment owned by or under the control of OMWD, or while participating in any activity sponsored by OMWD, or (2) any death or injury which results or increases by any action taken to medically treat me. All of the terms above shall apply whether or not caused by the alleged negligence, whether active or passive, or any acts or omissions of OMWD or any of its elected or appointed officers, directors, agents, employees or volunteers. **I waive any and all claims I may have now and in the future, release OMWD from all liability, and agree not to sue OMWD, its elected and appointed officers, directors, agents, employees, and volunteers from any and all claims relating to or arising out of the tour of OMWD’s facilities.**

I also understand that OMWD does not carry insurance to cover participants in the activities in which I am participating. I understand there are risks associated with these activities, and I assume the risk of any injuries that I may sustain during any of these activities.

I recognize that during the tour photographs/videos may be taken and OMWD will have total ownership and control of any photographs/videos, and exclusive rights to determine the manner and extent of their use. I release my image and likeness in any photographs/videos taken to be used by OMWD for any and all purposes deemed fit by OMWD, in its sole discretion. I hereby waive and release OMWD from all claims and liability relating to said photographs/videos.

I understand that if I or anyone else is injured as a result of my action or participation on the tour, I am responsible. Tours can be dangerous with certain inherent risks to me and anyone else, and I knowingly and willingly accept those dangers. I agree to take complete and total responsibility for my behavior, well-being and health during the tour. I agree at all times to abide by and comply with any additional instructions given by my tour guide or any other Staff. I further agree that if I violate this agreement and attempt to bring a claim or suit against OMWD, that I will be held responsible for attorney’s fees and any costs incurred by OMWD in connection therewith.

I also understand that no employee or agent is authorized to modify this waiver.

I have read, understand and approve this WAIVER AND RELEASE FROM LIABILITY

_____ Printed Name

_____ Signature

Date: _____

VISITOR RESPONSIBILITIES:

1. Visitor is required to check in at the OMWD office, or designated meeting location, with OMWD personnel. All OMWD employees carry identification.
2. Visitor must return any pass provided by OMWD personnel upon conclusion of the Facilities Tour or if directed by OMWD personnel.

ACKNOWLEDGMENT: I have read and understand my responsibilities as a visitor and agree to the above instructions.

(Please see reverse side)

Initial: _____

PARENTAL CONSENT

If the participant is a minor the undersigned parent or legal guardian warrants and represents that this WAIVER AND RELEASE, its significance and the assumption of risk has been explained to and understood by my minor child or ward. I hereby declare, under penalty of perjury, that I am the parent or legal guardian of the named participant. I consent to and authorize the minor's participation in the OMWD tour; and I agree to the indemnification, waiver and releases set forth above.

_____ Printed Name of Parent/Guardian

_____ Signature of Parent/Guardian (if participant is a minor):

Date: _____

PARENTAL CONSENT FOR MEDICAL TREATMENT IN AN EMERGENCY

In the event of sudden illness, accident, or injury which may occur while my child or ward, above identified, is engaged in an activity supervised or sponsored by OMWD employees, agents, or volunteers, when neither the parents nor guardians can be contacted, I hereby give my consent for emergency medical treatment as shall be necessary under the circumstances, at my cost, by any medical care provider licensed under the laws of the State of California.

_____ Signature of Parent/Guardian (if participant is a minor):

Date: _____

Participant Address: _____

Company/Organization: _____

Phone: _____

Email: _____

Emergency Contact for Parent or Guardian: _____

Phone: _____

Relationship: _____

Signed release form may be mailed, faxed or emailed:

Facilities Tour
1966 Olivenhain Road
Encinitas, CA 92024
Phone: 760-753-6466
Fax: 760-753-1578
Email: jcleaver@olivenhain.com

Tour Guidelines

- Tours begin at 8:00 a.m. at the OMWD office and end at approximately noon.
- Reservations must be made by noon on the Monday prior to the scheduled tour date.
- Tours may be canceled or closed for any reason as determined by OMWD.
- For safety reasons, tours are not held during wet weather.
- Though this is a shuttled tour, there is some walking (paved and dirt areas) and stair climbing required, so we recommend wearing comfortable, closed-toe shoes and clothing, as well as sunscreen and a hat.
- Bringing a camera and a light jacket is suggested.

This form must be signed and received by OMWD prior to departure.