

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(PREMISES LIABILITY)

In consideration of being permitted to enter Ramona Community Park (hereinafter referred to as "PARK") for any purpose, including, but not limited to observation, use of facilities or equipment or participation in any way, the undersigned hereby acknowledges, agrees and represents that he/she has inspected, or immediately upon entering will inspect such premises and facilities. It is further warranted that such entry in PARK for observation, participation or use of any facilities or equipment constitutes an acknowledgment that such premises and all facilities or equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation or use.

In further consideration of being permitted to enter PARK for any purpose including, but not limited to, observation, use of facilities or equipment, or participation in any way, the undersigned hereby agrees to the following:

The undersigned hereby releases, waives, discharges and covenants not to sue Ramona Municipal Water District ("RMWD"), Ramona Parks & Recreation Association ("RPRA") and Ramona Junior Fair (RJF), its directors, officers, employees, or authorized volunteers (hereinafter referred to as "releasees") for all liability to the undersigned for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting death of the undersigned, whether caused by the negligence of the releasees or otherwise, while the undersigned is in, upon, or about the premises of any facilities or equipment therein.

The undersigned hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about PARK premises or in any way observing or using any facilities or equipment of RMWD, RPRA and RJF, whether caused by the negligence of the releasees or otherwise.

The undersigned hereby assumes full responsibility for any risk of bodily injury, death or property damage due to the negligence of releasees or otherwise while in, about or upon PARK and/or while using the premises or any facilities or equipment thereon.

The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws 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.

The undersigned has read and voluntarily signs this release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I have read this release.

Signature of Participant

Date