



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT • RISK MANAGEMENT DIVISION
500 Castro Street • Post Office Box 7540 • Mountain View • California • 94039-7540
650-903-6060 / 650-903-6053 • Fax 650-963-3087 / 650-963-3129

**RELEASE OF LIABILITY
AND INDEMNIFICATION AGREEMENT**

_____ (“Organization”) will volunteer and be permitted on the City of Mountain View’s property at _____ on _____ from _____ to _____, to participate in a voluntary special event (“_____”).

In consideration of the City of Mountain View (hereinafter “City”) allowing Organization to participate in and use City property for the _____, Organization agrees to the following conditions:

To the fullest extent permitted by law, Organization shall defend, indemnify, and hold City, its officers, employees, agents, and volunteers harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from services or operations of Organization or Organization’s contractors, subcontractors, agents, or employees under this Agreement. City shall cooperate reasonably in the defense of any action, and Organization shall employ competent counsel reasonably acceptable to the City Attorney.

Organization also agrees that in the event of a loss, Organization shall look solely to their own insurance coverage for recovery. Organization’s insurance coverage is primary and noncontributory. Organization agrees to a waiver of any right to subrogation which any such insurer Organization may have contracted with against the City by virtue of the payment of any loss under such insurance.

If Organization will use a photograph, video, or likeness of a person in which the face is clearly recognizable, Organization will obtain a photograph release signed by the individual, or by their guardian if the person is under 18 years of age. It is Organization’s sole responsibility to obtain and retain this release documentation.

Organization understands that this Release is a legally binding contract between the City and Organization. It is further understood and agreed that this Waiver, Release, and Indemnification Agreement has been freely entered into and is binding on Organization and their assigns. Organization has read this document and fully understands its contents and obligations. No oral representations or inducements have been made to Organization to sign this Release. Organization understands that while volunteering, Organization is not an agent of the City.

THIS IS A RELEASE OF YOUR RIGHTS – READ CAREFULLY BEFORE SIGNING.

Signature

Date

Print Name and Title: _____

Phone: _____

Address: _____