

## ***RELEASE OF LIABILITY***

### ***READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS***

In exchange for participation in the activity of WHEELS Travel Training through the AMBASSADOR PROGRAM organized by Livermore Amador Valley Transit Authority-LAVTA ("WHEELS"), of 1362 Rutan Court-Suite #100, Livermore, California, 94551 and/or use of the property, facilities and services of WHEELS, I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by WHEELS, or the employees, representatives or agents of WHEELS.

2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge WHEELS for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of WHEELS, whether caused by the fault of myself, my family, WHEELS or other third parties.

3. I, \_\_\_\_\_, parent of \_\_\_\_\_, Consent to the participation of my Daughter/Son (Please Circle), in the WHEELS Travel Training through the AMBASSADOR PROGRAM, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of above mentioned minor.

4. In the event of an injury to the above minor during the above described activities, I give my permission to WHEELS or to the employees, representatives or agents of WHEELS to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on ~~December~~ 15, 2016 and will remain in effect until terminated in writing by the undersigned or ~~December~~ 15, 2017, whichever occurs first. WHEELS shall have the following powers:

- The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- The power to authorize medical treatment or medical procedures in an emergency situation; and
- The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

5. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

6. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

7. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8. In case of an emergency, please call Beverly Adamo (Relationship: Administrative Director) at 925-455-7563 (Day), or 925-455-7557 (Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_