

**CITY OF ALAMEDA  
WAIVER OF LIABILITY &  
HOLD HARMLESS AGREEMENT**

**RECITALS**

**WHEREAS**, the City of Alameda ("City") will participate in the Bicycle tour of Alameda Point, November 2, 2013 ("Bicycle Tour");

**WHEREAS**, the City desire to set parameters in this Waiver of Liability & **Hold Harmless Agreement ("Agreement")** to allow participation in the Bicycle Tour \_\_\_\_\_;

**WHEREAS**, it is understood by City that participating in this event will involve bicycle riding \_\_\_\_\_ located at Alameda Point \_\_\_\_\_;

**NOW, THEREFORE**, in consideration of the terms, covenants and conditions hereinafter set forth, City hereby agree as follows:

I, \_\_\_\_\_ understands that participation in the Event may be subject to potentially dangerous conditions. I, \_\_\_\_\_ hereby voluntarily assumes all risks inherent in and arising from participating in the Event, and voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death arising as a result of participating in the Event or any activities incidental thereto may occur and for whatever period said activities or instructions may continue, understands and agrees that under no circumstances will it present any claim for personal injury, property damage or wrongful death against the City of Alameda, City Council, Boards and Commissions, officers, employees and agents for any said causes of action, whether the same shall arise by the negligence of any said persons, or otherwise. **IT IS THE INTENT OF THIS AGREEMENT, TO EXEMPT AND RELIEVE THE CITY OF ALAMEDA FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.**

Furthermore, \_\_\_\_\_ agrees to indemnify, defend, and hold the City of Alameda, City Council, Boards and Commissions, officers, employees and agents harmless from and against any and all liability, claims, suits, actions, damages, and/or causes of actions arising from the activities specified above for any personal injury, bodily injury, loss of life or damage to property or other caused in connection with our participation and all volunteer participants in the Event.

Signatory to this Agreement affirm that they have read the above and are fully aware of the legal consequences of signing this agreement.

NAME:

\_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

Date: \_\_\_\_\_