



**Visitor Release Form and Waiver of Liability
City of Santa Barbara Charles E. Meyer Desalination Plant**

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN A PUBLIC TOUR THE UNDERSIGNED AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED REALIZES THE CHARLES E. MEYER DESALINATION PLANT (“Desalination Plant”) IS AN OPERATING, INDUSTRIAL FACILITY that processes seawater into potable water and may be dangerous to visitors. The undersigned hereby expressly assume risk of injury from all hazards and release the City and IDE Americas Inc. (IDE) from all claims resulting from visiting the Desalination Plant.

2. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY AND/OR IDE, THEIR EMPLOYEES, OFFICERS, AND AGENTS (hereinafter referred to as “releasees”) from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss, damage, or claim therefore on account of injury to the person or property of the undersigned, whether caused by any negligent act or omission of the releasees or otherwise while the undersigned is participating in a City activity or using any City facilities in connection with the activity.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the releasees right to indemnity or incurred on appeal) resulting from involvement in this activity whether caused by any negligent act or omission of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE while upon City property or participating in the activity or using any City facilities and equipment whether caused by any negligent act or omission of releasees or otherwise.

The undersigned expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law and that if any portion thereof be held invalid, notwithstanding, the balance shall continue in full legal force and effect.

4. THE UNDERSIGNED HEREBY AGREES TO STRICTLY FOLLOW ANY AND ALL CITY AND / OR IDE AND / OR THE FACILITY WRITTEN INSTRUCTIONS including, without limitation, any safety and health instructions. The undersigned also agrees to use any measures and protective equipment as instructed.

5. THE UNDERSIGNED HEREBY AGREES NOT TO HARM, DAMAGE OR CAUSE ANY LOSS (TOGETHER: DAMAGE) TO THE FACILITY AND / OR THE CITY AND / OR IDE. In case of such a damage caused by the undersigned, the undersigned shall fully indemnify and keep the CITY and / or IDE harmless from any damage.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING and that I am aware of the legal consequences of this agreement, including that it prevents me from suing the City and/or IDE and their employees, agents, or officers if I am injured or damaged for any reason as a result of participation in this activity. I further acknowledge that no oral representations, statements or inducements have been made.

IF THE PARTICIPANT IS A MINOR, his or her custodial parent or legal guardian must read and execute this agreement:

I hereby warrant that I am the legal guardian or custodial parent of _____ (Participant Name) who is a minor, and agree, on my own and on said minor's behalf to the terms and conditions of the foregoing agreement.

Participant's Full Name (print) _____

If applicable: Parent/Guardian Name (print) _____

Signature _____ Date _____