

EXHIBIT E

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

I, the undersigned, have chosen to participate in recreational activities (hereinafter referred to as the "Program") within the Los Angeles River Recreation Zone ("Zone"). I further acknowledge and understand that the Program is administered by the Mountains Recreation and Conservation Authority (MRCA), a public agency established pursuant to Government Code section 6500 *et seq.*, and that the MRCA Ordinance shall be enforced within the Zone.

1. **Associated Risks.** I understand and acknowledge that:
 - Boating, kayaking, and other water contact activities where a lifeguard is not present are hazardous recreational activities. No lifeguards are present in the Zone;
 - Conditions in the Zone are inherently dangerous and may change at any time without notice. By participating in the Program, I may be exposed to one or more dangerous and hazardous conditions, including, but not limited to turbulent water, rocks, vegetation, and other submerged objects, dangerous weather, rain, flash flooding, cold, hypothermia, overheating/heatstroke, sunstroke, contact with poisonous plants, hostile and aggressive wildlife, drowning, death, falls, fractures, concussions, overexertion, injuries due to my lack of fitness or conditioning, equipment failures, and negligence of others;
 - The MRCA does not maintain or take any responsibility for the condition of the natural or improved features within the Zone;
 - Hospital facilities, medical care, emergency medical services, and evacuation may be limited or unavailable during my participation in the Program and I am responsible for any costs of my medical care and/or evacuation incurred by my participation the Program;
 - I am required to wear a personal flotation device at all times during my participation in the Program while on the water and I am required to comply with all portions of the MRCA Ordinance and comply with directions from authorized MRCA personnel while in the Zone.

I AM AWARE THAT BOATING, KAYAKING, AND OTHER WATER CONTACT ACTIVITIES ARE HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. PARTICIPANT'S INITIALS. _____

2. **Assumption of risks.** I hereby freely assume the above-mentioned associated risks and any personal injury, damage, loss, harm, death, claim, medical expense, and any other type of expense that may occur or result to me or my property from my participation in the Program. I also understand that any equipment that I use during the Program I use at my own risk and that any such equipment that may be provided to me by the MRCA is provided without any warranty about its condition or suitability.
3. **Release of Liability.** I hereby release, forever discharge, and absolve the MRCA, Santa Monica Mountains Conservancy, Rancho Simi Recreation and Park District, Conejo Recreation and Park District, the City of Los Angeles, Los Angeles Department of Water and Power, Los Angeles County Flood Control District, County of Los Angeles, US Army Corps of Engineers, and the provider of any equipment used in the Program, any public agency providing use permits, and their respective employees, officers, boards of directors, volunteers, and contractors (collectively, "Protected Parties") from any and all liability for active or passive negligence, and I waive and relinquish any claim or cause of action against the Protected Parties for any personal injury, damage, loss, harm death, medical expense, or any other type of expense caused by any negligence of any of the Protected Parties and I agree not to sue or exercise any legal right to seek damages from the City. By this Agreement, I also

EXHIBIT E

forever release, discharge, waive, and relinquish and absolve the Protected Parties from any and all claims or causes of action against the Protected Parties or any of them, for personal injury, damage, loss, harm, death medical expense, or any other type of expense caused by the condition and/or maintenance of the Zone, or any of the features therein, and I promise not to sue or exercise any legal right to seek damages from the Protected Parties.

4. **Indemnification and Hold Harmless** I forever agree to indemnify and hold harmless the MRCA and the other Protected Parties from any liability for any injury or damages to a third party resulting from my participation in the Program.

5. **Binding Agreement**. I intend this release of liability to be binding on me, my heirs, survivors, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees, and assigns in the event of my injury, disability, or death.

6. **No Specific Fee Paid**. I have not been charged a specific fee, as defined in Government Code section 831.7, by the MRCA in order to participate in the Program.

7. **Use of my Likeness**. I understand that the Zone is a public place which is open to the public. I understand that during while participating in the Program, I may be photographed or videotaped. I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to MRCA and its assigns, permission to copyright, use, and publish (including electronically) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

8. **Application and Interpretation**. I understand that this Agreement is intended to convey to the MRCA and the Protected Parties the full benefit of statutory immunity under Government Code section 831.7 and I understand that this Agreement conveys broader rights and protections that provided by statute. I agree that this Agreement is intended to be as broad and inclusive as permitted by law and that if any portion of the Agreement is found invalid, I agree that the balance shall remain in full force and effect.

I have read and voluntarily sign this agreement and further acknowledge that no oral representations, statements, or inducements apart from this agreement have been made by the MRCA or other Protected Parties regarding the subject matter of this Agreement.

Participant's Name: _____

Participant's Signature: _____

Date: _____

If Participant is under 18 years of age, Participant's parent or legal guardian must also agree to all of the above by signing below:

Parent or Legal Guardian: _____

Date: _____