

**OHLONE COMMUNITY COLLEGE DISTRICT**

**Voluntary Activity Waiver, Release, & Indemnity Agreement**

For and in consideration of permitting (name) \_\_\_\_\_ to enroll in and participate in (activity) \_\_\_\_\_ and class instruction of (activity) \_\_\_\_\_ given by Ohlone College in the City of Fremont/Newark, County of Alameda, State of California, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and continue, and the undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the Fremont Newark Community College District (FNCCD) or any of its officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

**It is the intention of (participant) \_\_\_\_\_ by this instrument, to exempt and relieve the Ohlone Community College District from liability for personal injury, property damage or wrongful death caused by negligence.**

**The undersigned, for him/herself, his/her heirs, executors, administrators or assigns, agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against OCCD, he/she shall indemnify and save harmless the same OCCD from any and claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.**

The undersigned acknowledges that he/she has read the foregoing Waiver of Liability Notice and the foregoing three (3) paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in the activity and instructing of (activity) \_\_\_\_\_, and is fully aware of the legal consequences of signing the within instrument.

\_\_\_\_\_  
Signature (Participant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Witness)

\_\_\_\_\_  
Date