**CITY OF SAN JOSE AGREEMENT AND RELEASE OF LIABILITY**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am at least 18 years old. I have asked for access to lands owned and operated by the City of San José for the San Jose/Santa Clara Regional Wastewater Facility (“Facility”) for the purpose of observing burrowing owls and the habitat improvements that have been put in place. I understand that I am required to notify Ryan Mayfield at (408/945-5125) to coordinate site access.

**I am aware that using the Facility Property involves inherently dangerous activities.**

**I understand that the hazards of use of the facilities include, but are not limited to, injury or death from natural and manmade conditions that exist on the Facility Property, as well as the operations that are conducted thereon by the City of San José. I am voluntarily using the Facility Property with knowledge of the dangers involved and I agree to accept any and all risks of injury or death. PLEASE INITIAL HERE\_\_\_\_\_\_\_\_.**

In consideration of my use of Facility Property, I agree that I, my heirs, spouse, guardians, legal representatives and assigns **will not make a claim against, or sue, the City of San José, or** **the San Jose/Santa Clara Regional Wastewater Facility, their officers, agents or** **employees** for injury, death or property damage arising as a result of my **use of the Facility Property**, regardless of the negligence or other acts, including but not limited to, gross negligence or strict liability of the City of San José, the San Jose/Santa Clara Regional Wastewater Facility, their officers, agents or employees**.**

**In addition, I release and discharge the City of San José and the San Jose/Santa Clara**

**Regional Wastewater Facility, their officers, agents and employees from all actions,** claims or demands that I, my heirs, guardians, legal representatives or assigns now have ormay later have for injury, death or property damage resulting from my use of the FacilityProperty.This Agreement and Release of Liability are intended to be binding upon any heirs, guardians, legal representatives, and assigns.

**I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS.**

**I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Date

**WPCP Property User**

**CITY OF SAN JOSE RELEASE FORM**

**REQUIRED FOR ALL GUESTS – ONE FORM PER GUEST**

**HOME ADDRESS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TELEPHONE NO. (HM.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(WK.)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**