



CONTRA COSTA CENTRE ASSOCIATION

CSAA Green Fleet Program Agreement

Waiver of Liability, Assumption of Risk, and Indemnity

PLEASE PRINT

| | | |
|--------------|------------------|------------|
| LAST NAME | FIRST NAME | CELL PHONE |
| EMPLOYER | EMAIL (REQUIRED) | (925) |
| WORK ADDRESS | WORK PHONE | |
| HOME ADDRESS | HOME PHONE | |

CONTRA COSTA CENTRE ASSOCIATION 1350 TREAT BOULEVARD SUITE 180 WALNUT CREEK, CA 94597 PHONE (925) 935-6337 FAX (925) 935-1407

Waiver: In consideration of being permitted to participate in any way in Contra Costa Centre Association's Green Fleet Program hereinafter called "Green Fleet," I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Contra Costa Centre Association, 2999 Oak Road, 3000 Oak Road, 1450 Treat Blvd., John Muir Health, Pacific Plaza, 3003 Oak Road, CSAA Insurance Group, Station Plaza, Treat Towers, Urban West, Renaissance Club Sport, and Embassy Suites, its officers, directors, employees, and agents, from liability from any and all claims including the negligence of Contra Costa Centre Association, its officers, directors, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Green Fleet program.

I have read and agree to the foregoing:

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| SIGNATURE OF EMPLOYEE | DATE |
|-----------------------|------|

Assumption of Risks: Participation in Green Fleet carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in Green Fleet.
I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless Contra Costa Centre Association, its directors and officers, as well as the buildings they represent, harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Green Fleet and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I have read and agree to the foregoing:

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|-----------------------|------|
| SIGNATURE OF EMPLOYEE | DATE |
|-----------------------|------|