

WHEELCHAIR CHECKOUT
Release from Liability
Express Assumption of Risk and Indemnity Agreement

PAGE NUMBER

Page 1 of 2

PARK UNIT NAME Folsom Lake SRA	DISTRICT NAME Gold Fields	<input checked="" type="checkbox"/> If box is checked, this park unit has supplemental rules
-----------------------------------	------------------------------	--

I, the undersigned, agree as follows:

1. I understand and acknowledge that there are risks of personal injury, death and property damage associated with using the beach wheelchair on the walkways, paths, beaches and other areas at or near the ocean.
2. I understand and acknowledge that the wheelchair may be improperly maintained or unstable.
3. I understand and acknowledge that participants in ocean and beach activities sometimes sustain mortal or serious personal injuries and/or property damage as a result of those activities.
4. I acknowledge the risks of using the wheelchair in ocean and beach activities, including, but not limited to, drowning, tipping over or falling out of the wheelchair, encountering uneven sand surfaces, uneven paths, uneven walkways, uneven wet surfaces, beach and shore debris, and other unknown risks.
5. I do hereby agree to assume all risk of injury, death or property damage that I might suffer while using the wheelchair, even if it occurs as a result of the negligence of the State of California (hereinafter referred to as "State"), its officers, employees, and/or agents, or defects in equipment.
6. My assumption of the risk is based on my independent assessment of the risks without reliance on representations or advice by employees or representatives of the State or any other person.
7. I do hereby waive, release and discharge any and all claims and legal actions for personal injury, wrongful death or property damage against the State, its officers, employees and/or agents, arising out of or in connection with my voluntary use of the beach wheelchair.
8. I expressly agree that this waiver, release and discharge of liability applies even if the State, its officers, employees, and/or agents are negligent or otherwise at fault.
9. I also agree to protect, hold harmless, indemnify and defend the State, its officers, employees, and/or agents against any legal actions or other claims for damages arising from my use of the wheelchair, even if the State, its officers, employees and/or agents are negligent or otherwise at fault.
10. I understand that by signing this document, I am forfeiting important legal rights and incurring important legal responsibilities, in that I am (a) assuming all risk of using the wheelchair; (b) absolving and releasing the State, its officers, employees and/or agents from the consequences of their negligence; and (c) promising to protect, hold harmless, indemnify and defend the State, its officers, employees and/or agents against any legal actions or claims for damages arising from my actions.

Furthermore, I warrant that I am executing this agreement voluntarily and that the State has not made any representations to induce or coerce me to sign this document. I agree that the terms and conditions of this document shall bind me, my heirs, assigns, legal representatives, executors and administrators.

SIGNATURE ▶	PRINTED NAME	DATE
<input type="checkbox"/> Check here if above is signing as parent or legal guardian for participant under the age of 18	MINOR PARTICIPANT'S PRINTED NAME	
ADDRESS	CITY/STATE/ZIP CODE	

WHEELCHAIR CHECKOUT
Release from Liability
Express Assumption of Risk and Indemnity Agreement

SUPPLEMENTAL PAGE

Page 2 of 2

PARK UNIT NAME	DISTRICT NAME
Folsom Lake SRA	Gold Fields

1. Valid photo identification required, i.e. state issued ID/Driver License, passport, military ID. ID must be left with authorized department personnel and/or representative during time of wheelchair checkout. ID will be returned at the time the beach wheelchair is checked back in.

2. California State Parks reserves the right to revoke the privilege of beach wheelchair use if the beach wheelchair is misused.