

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY
FOR USE OF MONO COUNTY FACILITY, EQUIPMENT,
PROPERTY, AND/OR SERVICES**

WHEREAS, the undersigned, _____ (hereinafter "Permittee"), desires to use the following facility, equipment, property, and/or services owned, operated, controlled, or provided by the County of Mono, a political subdivision of the State of California ("the County"):

for the following purpose(s): _____

_____ during the following date(s) or time(s): _____

WHEREAS, the County is willing to permit such use of the aforementioned County facility, equipment, property, and/or services in exchange for the Permittee's execution of this release of liability:

NOW, THEREFORE, as a material inducement for County to hereby grant Permittee permission to use a County facility, equipment, property, and/or services, Permittee hereby assumes all risk, holds harmless, irrevocably and unconditionally releases, and agrees to indemnify and defend, the County and its successors, predecessors, assigns, officers, employees, agents, representative, attorneys, and affiliated entities, and all persons acting by, through, under or in concert with them, with respect to any and all liability, lawsuits, and/or claims for damages or injuries to persons or property (including but not limited to theft or loss of, or damage to, Permittee's personal property) as a result of or in any way connected with Permittee's presence on, or use of, the County facility, equipment, property, and/or services for which permission is hereby granted and/or as a result of the presence on, or use of, that facility, equipment, property, and/or services by Permittee's agents or by any persons invited or allowed into the facility, equipment, property, and/or services by Permittee. **Through this release, Permittee waives all rights given by Section 1542 of the California Civil Code which reads as follows: "As a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement."**

PERMITTEE HEREBY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING, AND HAVING HAD OR **EXPRESSLY WAIVING** THE RIGHT TO HAVE HIS OR HER OWN ATTORNEY REVIEW AND ASSIST IN THE PREPARATION OF THIS DOCUMENT BEFORE SIGNING IT.

MONO COUNTY:
By: *Rita Sherman*
Risk Manager
P.O. Box 696
Bridgeport, CA 93517
(760) 932-5415 Fax: (760) 932-5411

PERMITTEE:
By: _____
Print: _____
Company: _____
Date: _____