



PUBLIC TOUR REGISTRATION

Thank you for your interest in participating in a public tour of the Edward C. Little Water Recycling Facility. West Basin Municipal Water District (West Basin) looks forward to conducting an informative, enjoyable and safe learning experience for all visitors. In return, West Basin requires all visitors to abide by certain protocols.

PROPER ATTIRE

This walking tour is conducted outdoors in an industrial environment. Walking on metal catwalk grating and climbing stairs may be required. Please inform your group leader to contact West Basin in advance should you require special accommodations. For safety reasons, visitors are required to wear closed-toe shoes with flat heels for feet protection and long pants to prevent abrasion from protruding objects. West Basin will provide visitors with hard hats, safety glasses and safety vests.

_____ Yes, I understand I am required to wear shoes and long pants.

PHOTOGRAPHY AND VIDEO NOTIFICATION

By attending this activity, participants give consent to their voice and likeness being used, without compensation, in all media including video and photographs.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (PREMISES LIABILITY)

In consideration of being permitted to participate in the West Basin Municipal Water District's (West Basin) Tour of the Edward C. Little Water Recycling Facility on (date)_____ located at 1935 S. Hughes Way, El Segundo, CA 90245, hereinafter called "The Activity", **I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, and discharge, any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the Agency as a result of my participation in the event.**

This release is intended to discharge the Agency, its officers, officials, employees, and volunteers, any other involved municipalities, public agencies, and their successors and assigns (collectively, "Releasees") from and against any and all liability arising out of or connected in any way with my participation in the event, even

though that liability may arise out of the negligence or carelessness on the part of persons or Agency mentioned above.

I further understand that accidents and injuries can arise out of the event; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless all of the persons or agency mentioned above who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns. I therefore covenant not to make or bring any such claim against West Basin or any other Releasee, and forever release and discharge West Basin and all other Releasees from liability under such claims. [This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that California law does not permit to be released by agreement.]

I shall defend, indemnify, and hold harmless West Basin and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, other fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against West Basin or any other Releasees in a final non-appealable judgment, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of West Basin.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless Releasees from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of West Basin and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of West Basin and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Los Angeles County, California and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE WEST BASIN

Name of Visitor (Printed): _____

Signature: _____ Date: _____

*If the person signing is under the age of 18, consent from a parent or guardian is required:

I **hereby** certify that I am the parent or legal guardian of (minor name) _____, named above, and I do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian's Name (Printed): _____

Signature: _____ Date: _____

****Minors must be accompanied by a parent or legal guardian, or must be attending with a teacher or group leader who has agreed to assume responsibility for the attending minor.****