

GENERAL AGREEMENT, WAIVER, AND RELEASE

(Describe in detail the type of activity and the tools that may be used to perform this activity)

ACTIVITY: Participate in the 12th annual Mutt Strut and walk with my dog(s) starting at Halvorsen Park and traveling south along 2nd street, turning right at D Street to parade along the boardwalk before looping back through Old Town Eureka to return to Halvorsen Park.

In consideration for being permitted by the City of Eureka to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge, in advance, the City of Eureka (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the City of Eureka or (its officers, employees or agents).

I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity, that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless the City of Eureka (its officers, employees, and agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

I further agree to indemnify and to hold the City of Eureka (its officers, employees and agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF EUREKA, AND I SIGN IT OF MY OWN FREE WILL. (Each participant must personally sign).

Signature

Date

Address: Street, City, Zip

Telephone No.

**** Please bring this signed waiver with you to the Mutt Strut registration Booth at Woofstock 2007 at 10 AM on September 30, 2007.****