

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
FOR THE KAGEL CANYON CIVIC ASSOCIATION – ONE CALL EMERGENCY NOTIFICATION SYSTEM**

This agreement shall constitute the Terms of Service for the One Call Emergency Notification System (“One Call”) administered by the Kagel Canyon Civic Association (the “KCCA”).

One Call is a volunteer-run service intended to provide subscribers/participants with a pre-recorded message in times of emergency. The undersigned herein acknowledges that he/she has read this document carefully and understands the Terms of Service. **One Call is NOT a substitute for the subscriber/participant's own judgment and the KCCA is NOT responsible for injury to person and/or property which may occur as a result of a failure of the One Call system.** This is a legal document. **Read it carefully and be sure you understand it before signing.** Your signature indicates your understanding of and agreement to its terms, including that you are voluntarily giving up certain legal rights, including the right to recover damages in the event of injury, death, or property damage.

By signing up to be a participant in One Call, I agree as follows and have initialed each item to indicate that agreement:

I, _____ (name),

reside at _____, Kagel Canyon, CA 91342.

This agreement is between me and the KCCA. On behalf of myself, my personal representatives, heirs, next-of-kin, spouse, and assigns, I do hereby acknowledge that:

___ One Call is run by volunteers from the community. It is not administered or executed by any governmental agency or authority. While these volunteers have been trained on the system and will do their best to send out a One Call, there is no guarantee that a One Call will be transmitted or that I will receive a One Call in the event of an emergency.

___ There are multiple scenarios in which the relay of a One Call may become impracticable or impossible, including but not limited to: a power outage; interruption of land lines, cell phone lines, and/or internet services; inability of volunteers to record or transmit a message; data entry errors; etc. Additionally, volunteers may be unaware that an emergency situation is taking place, may be out of the area at the time of the emergency, or may be unreachable at the time of the emergency.

___ There are many situations that take place in and around our area which may or may not constitute an “emergency” that warrants the transmission of a One Call. Brush fires, for example, occur every day, but I will rarely, if ever, receive a One Call. A One Call will only be sent if it is determined that there is an imminent threat to life and/or property in Kagel Canyon. This threshold is subjective, and volunteers use their own discretion, given the information (or lack thereof) available at the time, to determine when a situation reaches a level that warrants transmission of a One Call. Their determination may or may not be accurate.

___ A One Call message is a recorded transmission in which a volunteer has limited time to relay information. The One Call message may not include all the information that I want or need to make decisions that affect my life and property.

___ I understand that the One Call service, and any call received or not received, may not be timely; and that the information received or not received may not be accurate or reliable.

___ One Call is one useful tool which residents can use as part of their overall emergency preparedness program, but it is not the only tool, and should not be relied on at all or exclusively. One Call is not a substitute for my own judgment. Whether I choose to evacuate or not evacuate, or choose to take or not take any other action, in the event of an emergency is my own decision and I accept responsibility for the consequences of that decision.

___ I am a participant in the One Call service, not a recipient of the One Call service. Should I become aware of an emergency situation that may threaten life or property in Kagel Canyon, I will do my best to notify the One Call volunteer messenger(s) of the situation. I understand that the success of the One Call system relies on all subscribers to do their part in the event of an emergency, and that the failure on the part of any subscriber to participate in the system could result in the failure of the system as a whole.

___ Should my contact information change, it is my responsibility to notify the One Call database administrator accordingly.

___ I understand that if my telephone is turned off, away from my person, out of service range, or otherwise disabled, I will not be able to receive a One Call should one be transmitted.

___ I understand that if I am a member-in-good-standing of the KCCA, that my subscription to One Call comes as a free benefit of membership. I understand that if I am subscribing to One Call without joining the KCCA, that any fees collected are a donation that helps to cover the cost of the KCCA's participation in and execution of the One Call system for the benefit of the Kagel Canyon community.

___ Regardless of when I subscribed to One Call, I know that subscriptions expire on December 31 of each calendar year, and that it is my responsibility to renew my subscription each January 1.

___ I am aware that this is a contract between me and the KCCA and that it waives legal rights that I may have now or in the future and releases the KCCA and others from claims for damages.

___ Assumption of Risk: I am voluntarily participating in One Call with full knowledge of the risks involved. I agree to accept any and all risks associated with my participation, including but not limited to injury, death, and damage to or loss of property. I hereby expressly and specifically assume the risk of injury or harm in the activities and release the KCCA from all liability of injury, illness, death, property damage or loss resulting directly or indirectly from my subscription to and participation in this service.

___ Insurance: I understand that the KCCA does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of the KCCA in the event of such injury or expenses incurred by me.

___ Release and Waiver: I do hereby release and forever discharge and hold harmless the KCCA, any of its past, present or future officers, board of directors, volunteers, members, agents, employees or assigns, interested third parties, including but not limited to One Call Now, and others acting on their behalf (the "Associates") from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereinafter arise from my subscription to and/or participation in the One Call Notification System. I understand and acknowledge that this release discharges the KCCA and its Associates from any liability or claim that I, or my family, may have against the KCCA and its Associates with respect to bodily injury, personal injury, illness, death, or property damage that may result from my subscription in One Call.

___ I agree that I will not sue, prosecute, or in any way make a claim against the KCCA or its Associates for injury to me or damage to my property resulting from my subscription to and/or participation in One Call, including but not limited to claims which could arise from any acts, omissions, or negligence, however caused, on the part of the KCCA or its Associates.

___ I agree that this Waiver and Release of Liability protects and is for the benefit of the Kagel Canyon Civic Association and its Associates. I agree that I may not make any claim or take any action against any of its Associates that I could not make or take against the KCCA itself.

___ I agree that the rights I am giving up and agreements I am making apply equally to me and to my heirs, successors, assigns, guardians and legal representatives. I agree that none of those individuals may make any claim or take any action that I could not make or take myself.

___ I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release which shall continue to be enforceable.

I HAVE READ AND UNDERSTAND THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS IN CONNECTION WITH MY SUBSCRIPTION TO THE ONE CALL SYSTEM. I SIGN THIS RELEASE AND WAIVER OF LIABILITY WILLINGLY AND VOLUNTARILY AND WITH FULL KNOWLEDGE AND ACCEPTANCE OF ITS CONTENTS.

Signature

Date

Printed Name