



Car Wash Kit Application and Waiver

Organization Name: _____

Organization Address: _____

Authorized Representative: _____

Address: _____ City: _____ Zip: _____

Email: _____ Phone: _____

☐ Government issued license, ID, or utility bill verified.

It is the responsibility of the Organization to know and follow all City of Santa Rosa (City) ordinances, including obtaining proper permits, for all work to be completed. The loan of the Car Wash Kit is at the discretion of the City. **The Organization must conduct a walk-through with City staff prior to the fundraising event to ensure all City ordinances will be followed, unless otherwise waived by an authorized City staff member.** Damage to the Car Wash Kit may disqualify an Organization from future use. The equipment may only be used for its intended purpose and all instructions included in the Kit must be followed. The Kit must be returned in its original condition and **before 4:00 pm on the required return date**. Upon completion of the car wash, equipment is required to have been wiped down, dried, in good working order, and stowed in the container it was received in. The Organization is required to complete the waiver and release provided below.

WAIVER AND RELEASE AGREEMENT, PERMISSION TO SECURE TREATMENT AND ASSUMPTION OF LIABILITY FOR LOSS OR DAMAGE ARISING FROM PARTICIPATION IN A CHARITY CAR WASH EVENT

I and/or the organization I represent acknowledge and understand that participating in a charity car wash event and using a car wash kit provided by the City of Santa Rosa may expose me and/or others to risk of injury. I and/or the organization I represent understand that the car wash kits include electrical cords and an electrical pump that may cause injury, and even death, in and around water. Additional potential hazards to health and safety include, but are not limited to, injury due to close proximity to vehicles and roads, slippery surfaces, exposure to hazards from uneven pavement, and contaminants.

I understand that any of these risks and perils, both anticipated and unanticipated, may cause injury or death. I, therefore acknowledge that I and/or the organization am/are voluntarily participating in this hazardous activity with knowledge of the potential dangers and hazards involved. I hereby agree on behalf of myself and/or my organization to accept and assume any and all risk, including the risk of injury, property damage, or death.

I, on behalf of myself and/or the organization, hereby release, discharge, hold harmless and indemnify the City of Santa Rosa, its officers, employees, agents or volunteers, and the person(s) owning the private property where the charity car wash event will occur, from and against all damages, losses, claims, suits or actions of any kind or nature whatsoever, including attorneys' fees, brought for or on account of any injury, damage, or death resulting or alleged to have resulted from or in any way related to the above-referenced activity, even though that liability may arise out of negligence or carelessness on the part of the persons or entity mentioned above.

I hereby certify that I have carefully read this agreement and fully understand its contents. I further certify my understanding that this agreement constitutes a release of all claims against the City of Santa Rosa and against all others mentioned in the agreement. I further understand and certify that by execution of this agreement I am voluntarily assuming all risk inherent in my and/or my organization's participation in the above-referenced activity. I agree that this agreement is binding on organization participants respective heirs, guardians, legal representatives, and assigns.

In the event of an emergency, I authorize agents of the City of Santa Rosa to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my and/or organization participants immediate care and agree that I will be responsible for payment of any and all medical services rendered. If I and/or any person(s) representing organization am/are injured while participating in the event, I agree to report it to the sponsor and/or to the first aid staff immediately.

I and/or the organization I represent acknowledge and understand that I/we are required to return all of the Car Wash Kit items in the same condition as they were received. I and/or any person(s) representing organization must notify the City of any damaged or missing equipment that is in need of maintenance or repairs, and the City may hold me and/or the organization responsible for the repair or replacement costs of any item(s) that are not returned or are damaged.

I understand and certify that by executing this agreement, I am voluntarily assuming all risk inherent in the activity. I have read and fully understand the above Waiver and Release Agreement, Permission to Secure Treatment, and Assumption of Liability for Loss or Damage Arising from Participation in a Charity Car Wash Event.

I also certify that I, as an organization representative, have legal responsibility for organization participants, do consent and agree to the terms of this agreement relating to participation in the charity car wash event, as provided above.

By signing below, I represent that I am an authorized representative of the above-named organization and can legally bind the organization.

Authorized Representative Signature _____

Date _____

Office Use Only:

City Walk-Through: _____ Return Due Date: _____

Check Out Date: _____ Check in Date: _____

Checked Out By: _____ Checked in By: _____