



CITY OF SANTA CRUZ OVERNIGHT PARKING PROGRAM (TIER 2)
CITY OF SANTA CRUZ PARKING LOTS #4
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK, AND INDEMNITY PARTICIPANT
AGREEMENT

I, _____, (hereafter "Participant") hereby understand, acknowledge and agree, in consideration of my participation in the City of Santa Cruz ("City") Overnight Parking Program (the "Program") in the designated parking spots on City property, located at Cedar St. Parking Lot Lot 4 (the "Program Sites") to follow and agree to all the terms and conditions of this Waiver of Liability, Release, Assumption of Risk, and Indemnity Participant Agreement (this "Participant Agreement"), which shall include the Program Rules and Regulations as set forth below. I furthermore understand and agree that my failure to do so may, in the City's sole and exclusive discretion, result in my being removed from the Program and barred from entry onto, or use of, the Program Sites in the future.

- 1. No Property Interest.** I understand, acknowledge and agree that my use or occupancy of the Program Sites does not grant me any property interest or any possessory interest of any kind in the Program Sites, or establish a landlord-tenant relationship between me and the City. I understand, acknowledge, and agree that I do not have exclusive occupancy rights over the Program Sites, and shall share the Program Sites with other Participants and the City. I also agree that I am not entitled to relocation assistance, and I waive any argument that I am entitled to relocation assistance.
- 2. Indemnification, Release of Liability.** To the fullest extent permitted by law, I furthermore, on my own behalf and behalf of my dependents, heirs, successors and/or assigns, expressly agree to indemnify, defend, release and hold harmless the City of Santa Cruz and its officials, officers, agents, contractors, service providers, employees and volunteers (the "Indemnified Parties") from and against any and all damages, actions, claims, demands, or liability of whatever nature which may arise out of, or are in any way related to my acts or omissions pursuant to this Participant Agreement, my use or occupancy of the Program Sites, my participation in the Program, and/or related activities therein, including, but not limited to, being transported to and from the Program Sites. I further agree not to assert any claim, institute any suit or other legal process against the City of Santa Cruz, its officers, officials, employees, agents, contractors, service providers, or volunteers for injury, illness, death or property damage arising out of or in any way related to my participation in the Program or my use or occupancy of the Program Sites.
- 3. Assumption of Risk.** I understand and acknowledge that in participating in the Program and by my use or occupancy of the Program Sites, I agree to accept and assume any all risks relating thereto, known or unknown, and accept the Program Sites in an "AS IS, WITH ALL FAULTS" condition. I acknowledge and agree that the City has made no representations as to the condition of the Program Sites or the suitability or safety of the Program Sites or City's property for any purpose whatsoever. I further acknowledge that by participating in this Program, or by my use or occupancy of the Program Sites, I may be exposed to risk, including but not limited to the risk of illness or injury, property damage, or death. I therefore acknowledge that I am voluntarily participating in the Program with knowledge of any dangers and risks involved.

[PARTICIPANT AGREEMENT CONTINUED ON FOLLOWING PAGE]



4. PROGRAM RULES AND REGULATIONS

1. Only people who have been given permission from the City of Santa Cruz may park or stay overnight on the Program Sites. No friends, visitors, or guests are allowed on the Program Sites.
2. Only Participants who have signed the City's Participant Agreement may park or stay overnight on the Program Sites.
3. Participants must treat City staff, service providers, neighbors, and all other Participants with courtesy and respect at all times.
4. The following behaviors are not allowed: violence or threats of violence; aggressive behavior, including the use of profanity, racial slurs, sexual or similarly inappropriate comments; harassment of others; open drug use; stealing; shouting or fighting; misuse or destruction of property; non-compliance with local, state or federal laws; and jeopardizing the safety of any other Participants or staff (this includes, but is not limited to, burning candles/incense, open fires of any kind, causing fire hazards, and other safety violations).
5. Participants are limited to using or occupying the Program Sites from 7pm to 7am daily.
6. Check In – Participants may not enter the Program Sites until after 7pm and must sign the City's Participant Agreement prior to entering the Program Sites.
7. Check Out – Participants must leave the Program Sites by 7am and shall remove all personal property, vehicles and trash.
8. Parking spots will be filled on a first come, first served basis.
9. Participation in the Program is for one month only.
10. Capacity – One vehicle per parking spot.
11. Belongings - Participants must keep all belongings in their vehicle at all times. Participants are solely responsible for the safe keeping of their personal property.
12. No Weapons – No weapons of any kind are permitted on the Program Sites.
13. No fires or fireworks of any kind on the Program Sites.
14. Food – No cooking or food preparation may be performed outside of Participant's vehicles.
15. Quiet Hours are between 10:00 p.m. and 7:00 a.m. - No loud or disturbing noises, such as music, voices, etc., are allowed during Quiet Hours. During non-Quiet Hours, Participants shall keep conversations and the volume of any audio or video devices being used in vehicles low so as not to disturb any other Participants or neighbors.
16. Trash - All trash shall be disposed of properly in the provided refuse bins.
17. Pets - Domesticated pets may be permitted at the City's discretion. Dogs must be kept in your vehicle or on a leash no longer than 8 feet, and attended at all times. Cats must be secured in the vehicle, or in a crate, cage, or on a harness or leash at all times. You must pick up after your pet (pet waste disposal bags are available for your use). All animals must be in your vehicle during Quiet Hours. Pets must not exhibit aggressive behavior. Participants are responsible for taking care of their pets, including but not limited to full clean-up of all pet waste. City reserves the right to require any animal and Participant/pet-owner to leave the Program Sites. In no event may any Participant possess more than two domesticated pets.
18. Wastewater must never poured out on the ground.
19. Participants shall help keep the Program Sites safe and clean. This includes (a) no illegal dumping of sewage or wastewater from Participant's vehicle, and (b) no fluid leakage from Participant's vehicle.
20. The City reserves the right to require any Participant to leave the Program Sites at any time in the City's sole discretion.
21. The City reserves the right to close the Program Sites at any time and for any reason.
22. These Program rules and regulations may be modified or updated from time-to-time by the City, and Participants shall be required to execute an updated Participant Agreement as a condition of continued participation in the Program and use of the Program Sites.

BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE CAREFULLY READ THIS PARTICIPANT AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND ALL OF THE ABOVE PROGRAM RULES AND REGULATIONS. I FURTHER CERTIFY MY UNDERSTANDING THAT THIS PARTICIPANT AGREEMENT CONSTITUTES A RELEASE OF ALL CLAIMS AGAINST THE CITY OF SANTA CRUZ AND ALL OTHERS NAMED IN THIS PARTICIPANT AGREEMENT. I FURTHER UNDERSTAND THAT BY EXECUTION OF THIS PARTICIPANT AGREEMENT I AM VOLUNTARILY ASSUMING ALL RISK INHERENT IN MY AND/OR MY CHILD'S/DEPENDENT'S PARTICIPATION IN THE PROGRAM. I ACKNOWLEDGE THAT I AM VOLUNTARILY SIGNING MY NAME TO THIS PARTICIPANT AGREEMENT AND BY DOING SO AM ACCEPTING ITS TERMS AS BINDING UPON MYSELF, MY CHILD/DEPENDENT, MY HEIRS, EMPLOYEES, AGENTS, LEGAL REPRESENTATIVES, AND ASSIGNS. I AGREE THAT A SCANNED, ELECTRONIC, OR OTHER COPY OF A PARTY'S SIGNATURE SHALL BE ACCEPTED AND VALID AS AN ORIGINAL.

Signature of Participant
(Parent or Guardian must sign if Participant is a Minor)

Date

Printed Name of Participant

Printed Name of Parent/Guardian if Participant
is a Minor

[Staff member verification signature]

[Print staff member name]