

**Alternative Fuel Vehicle Rebate Program**

**Waiver and Release of Claims**

In consideration of the acceptance of my application, for the Alternative Fuel Vehicle Rebate Program ("Program"), and as a material condition of participating in the Program, I \_\_\_\_\_, on behalf of myself and all of my heirs, successors, assigns, principals, agents, employees, consultants and representatives, hereby release and forever waive and discharge, and shall defend, indemnify and hold the City of Corona, its officials, officers, employees, volunteers and agents (collectively, the "City") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, to property or persons, including wrongful death, personal injury or property damage, or responsibility of any kind for claims, known or unknown, (collectively, the "Claims"), which I, or any third party may have, or which may hereafter accrue to me, or any third party, related to the purchase of a vehicle under the Program, or any related activity, including without limitation the payment of all consequential damages and reasonable attorneys fees and other related costs and expenses. This Waiver and Release of Claims is intended to discharge in advance the City from all Claims, even though such Claims may arise out of negligence or carelessness on the part of the City.

By my signature hereunder, I acknowledge that I am releasing unknown claims and expressly waiving any rights that I may have had under Section 1542 of the Civil Code of the State of California for such claims. Section 1542 provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

By signing hereunder, I hereby acknowledge that, except for matters expressly represented or recited herein, the facts and law in relation to the Program, this matter or the Claims may turn out to be different from the facts or law as now known. I, therefore, expressly assume the risk of the existence of different or presently unknown facts or law, and agree that this Waiver and Release of Claims shall be in all respects effective and binding despite the possibility of new or different facts or law.

By signing below, I acknowledge that I have read, understand, and approve the provisions set forth above.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Participant's Signature

\_\_\_\_\_  
Participant's Printed Name

**THIS SECTION IS ONLY NECESSARY IF THIS AGREEMENT IS BEING EXECUTED ON BEHALF OF A MINOR CHILD (A PERSON UNDER THE AGE OF 18), AND MUST BE COMPLETED BY AT LEAST ONE PARENT OR LEGAL GUARDIAN OF THE MINOR CHILD.**

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF CLAIMS, AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT I AM MAKING ALL REPRESENTATIONS HEREIN ON BEHALF OF MYSELF AND MY MINOR CHILD. WHENEVER THE TERMS "I" OR "ME" OR "MYSELF" OR SIMILAR REFERENCES APPEAR HEREIN, SUCH TERMS SHALL MEAN ME AND MY MINOR CHILD. I AGREE THAT MY MINOR CHILD WILL FOLLOW ALL OBLIGATIONS HEREIN OR OTHER DIRECTIVES OR OBLIGATIONS OF THE PROGRAM. I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT I AND MY MINOR CHILD ARE GIVING UP IMPORTANT LEGAL RIGHTS. I KNOWINGLY AND VOLUNTARILY GIVE UP THESE RIGHTS OF MY OWN FREE WILL BY SIGNING THIS DOCUMENT. BY MY SIGNATURE HEREUNDER, I

WARRANT AND REPRESENT, UNDER PENALTY OF PERJURY, THAT I HAVE THE LAWFUL AUTHORITY TO EXECUTE AND PERFORM THIS WAIVER AND RELEASE OF CLAIMS ON BEHALF OF MYSELF AND THE MINOR CHILD PARTICIPANT. I FURTHER UNDERSTAND THAT I SHALL PROVIDE THE CITY WITH APPROPRIATE PROOF OF AUTHORITY TO EXECUTE AND PERFORM THIS WAIVER AND RELEASE OF CLAIMS ON BEHALF OF THE PARTICIPANT.

Signed: \_\_\_\_\_  
Parent/Guardian's Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian's Printed Name

Phone: \_\_\_\_\_

Signed: \_\_\_\_\_  
Parent/Guardian's Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian's Printed Name

Phone: \_\_\_\_\_