

# Town of Yucca Valley Community Services Department Contract Instructor Agreement

This agreement is between the Town of Yucca Valley (hereinafter referred to as the Town) and \_\_\_\_\_ (Name - herein after referred to as the "Instructor") for the purpose of providing a specific activity in the Town's recreation program. The parties hereby agree to the following:

Name of the Class or activity: \_\_\_\_\_  
Day(s) and time(s) of activity: \_\_\_\_\_  
Dates covered by this agreement: \_\_\_\_\_  
Location of the activity: **YUCCA VALLEY COMMUNITY CENTER**  
Fee to be charged to participants \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Emergency Contact/Phone: \_\_\_\_\_

All registration fees will be paid to the Town. The Town will pay 70% of the registration fees to the Instructor. Checks are processed monthly and will be mailed to the Instructor. For Registration classes, the Instructor will verify the class roster with Community Services Office at least once each month. Instructor will be responsible for reporting his or her income received to the State and Federal Governments. The Town will distribute a 1099 Internal Revenue form to the State and Federal Government when applicable.

In the event the instructor is unable to conduct the activity as scheduled, the instructor will contact the Community Services Office as early as possible, but not less than 24 hours prior to the activity. The instructor will be responsible to contact the participants in such a case. In the event the scheduled room or facility becomes unavailable, the Town will make arrangements for an alternate location, or provide at least 24 hours notice to the instructor and participants.

The Town will provide general publicity for the activity. Any additional publicity materials developed by the instructor must be approved by the Town prior to distribution. Instructor allows the Town of Yucca Valley the right to use any photographs taken of him/her for publicity of Town programs.

Unless otherwise specifically noted all equipment, materials and supplies will be provided by the instructor and participants. Prior to each class, Instructor will inspect the facility to ensure that the facility is safe and suitable for use by Instructor and participants. Instructor shall be responsible for any damages to the facility, excepting normal wear and tear, which arises from their use of Town facilities.

Instructor agrees to abide by and enforce all rules and policies of the Town governing the use of facilities and equipment. Instructor shall not be permitted to bring into Town property any materials, substance, or object that is likely to cause injury to, or endanger the life of any person or that is likely to cause damage to property. The Town shall have the right, in its sole discretion, to require the immediate removal of any item that the Town determines a danger or hazard to person or property.

Instructor agrees that in the performance of the Agreement, he or she is an independent contractor and not an employee of the Town of Yucca Valley and shall not be entitled to any employee benefits. Instructor is ineligible or may not lay claim to benefits from Social Security, State Unemployment Insurance, Disability Insurance, Workers Compensation Insurance or any of the benefits reserved for Town employees.

Instructor understands the Town can terminate this Agreement at any time in the event of unsatisfactory performance by the Instructor. The Instructor shall not assign this agreement or its duties without proper written authorization from the Town.

Instructor shall hold harmless, defend and indemnify the Town of Yucca Valley, its officers, officials, and employees from and against any and all claims or demands whatsoever, arising out of or connected with Instructor's performance under this Agreement.

I agree to the terms and conditions contained herein:

\_\_\_\_\_  
Instructor/date

\_\_\_\_\_  
Town representative/date

TOWN OF YUCCA VALLEY  
LIABILITY AND MEDICAL RELEASE, INDEMNIFICATION AGREEMENT

In consideration for myself and/or the minor child listed in this form being permitted by the Town of Yucca Valley ('Town') to participate in the registered program or class ('Recreation Program(s)'),

I understand and agree that (please read before signing):

- 1) This release is intended to discharge in advance the Town and its officer, officials, employees, contractors, agents and volunteers ('Town Personnel') from and against all liability arising out of or connected in any way with the participation of myself and/or my minor child in said Recreation Program(s);
- 2) Participation in said Recreation Program(s) may be of a hazardous, strenuous, and/or physical nature;
- 3) Participation in said Recreation Program(s) may involve risk of serious injury, disability, or death, or property damage and loss, which may result not only from each participant's actions, inactions or negligence, but also from the actions, inactions or negligence of others, including the actions, inactions or negligence or other legal fault of the Town and/or Town personnel, or from the conditions of the facilities, equipment, or areas where said Recreation Program(s) is being conducted;
- 4) Knowing the risks involved, I nevertheless voluntarily request permission for myself and/or my minor child to participate in said Recreation Program(s);
- 5) I hereby assume any and all risks of injury, death or property damage arising out of or connected in any way with the participation of myself and/or my minor child in said Recreation Program(s);
- 6) I and/or my minor child listed herein is in good health and has no physical condition which would prevent safe participation in said Recreation Program(s) or activity supervisor any unsafe condition and/or injury incurred by myself and/or my minor child;
- 7) I understand that participating in certain activities, e.g. softball, swimming, gymnastics, and participants' could sustain injuries caused by other participants, including but not limited to; collision with other individuals, sprains, strains, etc.
- 8) In the event that my minor child requires emergency medical or surgical treatment while under the supervision of Town personnel in connection with such Recreation Program(s), such Town personnel may authorize treatment;
- 9) I understand that the Town provides no medical insurance for treatment of such illness or injury and that any cost of treatment will be at my expense. I understand the location of such Recreation Program(s) or the nature of the injury or illness may require the use of emergency medical services. On behalf of myself and/or my minor child, I therefore release, discharge and absolve the Town and all Town personnel from and against any and all liability, injury, or damage arising out of or connected with the use of such medical services;
- 10) I acknowledge that said Recreation Program is not child care as defined by the State of California;
- 11) I understand that Town personnel may photograph or videotape me and/or my minor child and that the Town may use such photographs or videotapes to promote Town programs and activities. I expressly allow, and hereby waive any objection to, the Town's photographing or videotaping of me and/or my minor child when I and/or my minor child am participating in said Recreation Program. I understand that neither I nor my minor child shall receive any compensation or payment for use of such photographs or videotapes and that all photographs and videotapes will remain the sole and exclusive property of the Town of Yucca Valley;
- 12) I understand and agree that this release is intended to be as broad and inclusive as permitted under California law, and that if any portion of this release is invalid, the balance shall continue in full force and effect;
- 13) This release shall be effective and binding upon myself and/or my minor child's heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns.
- 14) I hereby release, discharge and absolve the Town and all Town personnel in advance from and against any and all liability, injury or damage arising out of or in connection with my and/or my child's participation in said Recreation Program(s), or the failure on the part of the Town and/or Town personnel to comply with any obligations related to said Recreation Program(s), even though that liability, injury, or damage may arise out of the negligence or other legal fault of the Town and/or Town personnel;
- 15) I will indemnify, defend, and hold the Town and Town personnel harmless from any loss, liability, damage, cost or expense, including litigation, arising out of or connected in any way with the participation of myself and/or my minor child in said Recreation Program(s);

Initials: \_\_\_\_\_

## Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

While COVID-19 can cause mild symptoms in some individuals, it can lead to severe illness and even death in others. Adults over age 65 and people of any age with serious underlying medical conditions including, but not limited to, HIV, asthma and other respiratory conditions, and pregnancy, may be a higher risk for more serious complications from COVID-19.

The Town of Yucca Valley has put in place preventative measures to reduce the spread of COVID-19; however, the Town cannot guarantee that you or your child (ren) will not become infected with COVID-19. Further, attending the recreation programs could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Recreation Programs and Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by attending Recreation Programs and Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Town employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s participation in this Program. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Town, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Town, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Town program.

I HAVE CAREFULLY READ THIS RELEASE AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND/OR MY MINOR CHILD AND THE TOWN OF YUUCA VALLEY. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS RELEASE OF MY OWN FREE WILL.

Initials: \_\_\_\_\_