

**MINOR VISITOR'S RELEASE**

A Release from Legal Responsibility for Possible Injuries from Participation by Minors in an Inherently Dangerous Activity

This release is executed this day by the undersigned parent, adult or legal guardian (Releasor) as a condition of obtaining consent of the San Francisco Municipal Transportation Agency (SFMTA) to a visit by a minor child (Minor) to the Potrero Muni Trolley Bus Yard (the Primary Facility), and/or to the Islais Creek Bus Facility and the Woods Motor Coach Facility (the Secondary Facilities).

The SFMTA is the Owner and Operator of the Primary Facility and the Secondary Facilities, including all vehicles, machinery and equipment contained within the Primary Facility and the Secondary Facilities.

Releasor has requested that the SFMTA permit the Minor to visit the Primary Facility and the Secondary Facilities. The SFMTA advises Releasor that a visit to some portions of the Primary Facility and the Secondary Facilities is inherently dangerous. Notwithstanding that advice, Releasor still wishes for the Minor to visit the Primary Facility and the Secondary Facilities, and for that reason is willing to assume full legal responsibility for all risks associated with such visits.

In consideration of the SFMTA granting the requested permission, the Releasor releases, waives and discharges the City and County of San Francisco, the SFMTA, and their officers, directors, employees and agents (collectively referred to as "City") from and against any and all claims, liabilities, and causes of action, whether foreseeable or unforeseeable, which may at any time arise out of or relate in any manner, directly or indirectly, from the Minor's visit to the Primary Facility and the Secondary Facilities, except for loss or damage caused by willful and intentional actions or the gross negligence of City. This waiver and release shall include, but not be limited to a release of all claims, liabilities, and causes of action which may arise at any time in connection with any death or personal or other injury to the Minor or others arising out of the visit to the Primary Facility and the Secondary Facilities. This waiver and release also includes all claims, liabilities, and causes of action which may arise out of the Minor's own actions or inactions, or those of others participating in a tour of the Primary Facility and the Secondary Facilities.

The Releasor agrees that the Minor shall obey all posted rules and warnings, and further agrees to abide by any oral instruction or direction given by SFMTA employees, representatives or agents. The SFMTA reserves the right to cancel or suspend any tour attractions or portion of the tour at its discretion for any reason.

In further consideration, Releasor agrees to the maximum extent permitted by law to defend and indemnify Releasees against all liability to third parties arising out of, or in any way connected with, the Minor's negligence or intentional actions during such visits to the Primary Facility and the Secondary Facilities.

Should any portion of this Release be adjudged unenforceable, the remaining portions shall nevertheless continue in full force and effect.

By signing this Waiver, Releasor acknowledges that they have explained and discussed with the Minor all expectations for behavior while visiting the Primary Facility and the Secondary Facilities.

In witness whereof, the undersigned Releasor has executed this instrument, for the purpose stated, at San Francisco, CA this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of the Parent/Guardian

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Print Name of the Minor

Date & Time Returned: _____
SFMTA Rep: _____ Signature: _____