

**RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK, HOLD
HARMLESS and INDEMNITY AGREEMENT
VACAVILLE 2017 FIESTA DAYS at ANDREWS PARK and CREEKWALK**

NOTICE: Fiesta Days, Inc., and the City of Vacaville do NOT provide liability insurance for the protection of persons, organizations, businesses, groups, spectators or others who may participate in Fiesta Days events and activities. In exchange for permission to participate in the Vacaville 2017 Fiesta Days event and any and all related activities (collectively the "Event"), **THE UNDERSIGNED**, on behalf of the below listed organization, business or group, including their officers, employees and volunteers, and/or myself, my personal representatives, heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns, **ACKNOWLEDGES and AGREES** to the following:

1. **I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Fiesta Days, Inc. the City of Vacaville, other participants, operators, officials, or any persons, sponsors, advertisers, owners and lessees of premises used to conduct the Event and each of them, their officers, officials, contractors, agents, employees and volunteers (collectively the "Released parties"), from any and all liability to the undersigned, for any and all loss or damage, and for any and all claims or demands for injury to person or death or damage to property of the undersigned, whether caused by the negligence or other legal fault of the Released Parties, arising out of or in connection with the undersigned's participation in the Event.
2. **I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE** due to the negligence or other legal fault of the Released Parties, arising out of or in connection with my participation in the Event. I expressly acknowledge and agree that participation in the Event may be of a hazardous, strenuous, and/or physical nature, and may involve interaction with other participants.
3. **I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Released Parties from and against any and all liability, loss, expense (including reasonable attorneys' fees and expert witness fees) or claims for injury or damages arising out of my participation in the Event, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and/or expert witness, or claims for injury or damages are caused by or result from the negligence or other legal fault of the undersigned. Acceptance of required insurance certificates and policy endorsements does not relieve undersigned from liability hereunder and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of undersigned's negligence, misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. These provisions shall survive any termination of the Agreement.
4. **I FURTHER EXPRESSLY AGREE AND ACKNOWLEDGE** that the foregoing Agreement is intended to be as broad and inclusive as is permitted by law, and that if any portion of the Agreement is held to be invalid, the balance shall continue in full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A BINDING CONTRACT. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS AGREEMENT OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING AGREEMENT HAVE BEEN MADE.

Date

Printed Name

Signature

Name of Organization / Business / Group

Telephone Number