



WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION OF allowing _____ to participate in the __HarborFest 2016_____
("Event") on _Saturday, August 20_, occurring at Bayside Park, 999 Bayside Parkway, Chula Vista 91910 _____,
[Insert Date] [Insert Location]
the undersigned, on behalf of _____ ("Participant") does:
[Insert Participant Name]

1. UNCONDITIONALLY AGREE TO WAIVE, RELEASE, DISCHARGE, AND CONVENANT NOT TO SUE the City of Chula Vista ("City"), _____, and/or any of the afore-mentioned's officers, employees, agents, or volunteers (combined "Sponsors") from any and all claims and causes of action, whether in law or equity, that I, my family members, the Participant, agents, assigns, heirs, next of kin, or successors in interest (combined "Releasing Parties") may have for any LIABILITY, LOSS, DAMAGE, or INJURY, including liability for personal injury, death, dismemberment, damage to property, or theft, arising out of, related to, or in connection with the above-referenced Event, whether caused or claimed to be caused by the active or passive negligent actions or omissions of the Sponsors.
2. AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the Sponsors from and against any and all liability, including but not limited to claims asserted, demands, causes of action, costs, expenses, losses, attorney fees, injuries, or payments for injury to any person or property, including injury to the Releasing Parties caused or claimed to be caused by the acts or omissions of myself, the Sponsors arising out of, related to, or in any way connected with the above-referenced Event. Also covered is liability arising from, connected with, caused by, or claimed to be caused by, the active or passive negligent acts or omissions of the Sponsors that may be in combination with the active or passive negligent acts or omissions of the Releasing Parties or any third party. The duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Sponsors.
3. AGREE AND EXPRESSLY ACKNOWLEDGE that the foregoing Waiver, Release, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the state of California, and that if any portion of this Agreement is held invalid, that the balance shall continue in full force and effect.
4. CERTIFY that I have the authority to sign this document on behalf of the Releasing Parties.
5. UNDERSTAND AND EXPRESSLY ACKNOWLEDGE that the Sponsors are relying on my representation that I have the authorization to sign this documents and that I will provide all of the Releasing Parties a signed and executed copy of this Waiver, Release, and Indemnity Agreement prior to the Participant's participation in the Event.
6. CERTIFY that I have read this agreement, understand its contents, voluntarily sign this Waiver, Release, and Indemnity Agreement; and further agree that no oral representations, statements, or inducements apart from this written Agreement have been relied upon.

Signature: _____ Date: _____

Name: _____ Relationship to Participant: _____

Address: _____