

**CITY OF DESERT HOT SPRINGS
RELEASE, ASSUMPTION OF RISK, AND WAIVER OF LIABILITY**

Participant's Name: _____ Age: _____ Sex: M F

Home Address: _____

Activity: Participation in 2018 Holiday Parade

1. **Voluntary Participation.** I, the undersigned, acknowledge that I am voluntarily participating in the activity described above (the "Activity") in my capacity as a 2018 Holiday Parade participant/volunteer.

2. **Abide by all Rules and Procedures.** I hereby acknowledge that I must follow all rules and procedures regulating to the Activity, including any and all federal, state and local laws, rules, policies, and regulations, including without limitation any rules of the City of Desert Hot Springs the City of Desert Hot Springs Police Department, and any facilities or locations where the Activity is performed (collectively, "Laws"). I understand and agree that my failure to abide by any Laws may result in being removed from participating in any portion or the entirety of the Activity, at the sole and absolute discretion of the City of Desert Hot Springs Police Department and/or City of Desert Hot Springs.

3. **Property.** I hereby represent, warrant, covenant and understand, as the case may be, that (1) I am solely responsible for my own property including without limitation, parade float and/or vehicle, (collectively hereinafter referred to as "Equipment"), (2) that prior to use, I shall inspect the Equipment and ensure it is operable in a safe manner in compliance with all Laws, and (3) I shall only use the Equipment in accordance with Laws and as directed in a safe manner.

4. **Assumption of the Risk.** To the fullest extent permitted by law, I acknowledge that, as a result of my voluntary participating in the Activity, the Activity, by its very nature, can be dangerous and includes certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, including without limitation physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss, and other known and unknown and unforeseeable and unanticipated risks. These injuries may result from my own or other's actions, inactions, or negligence, or result from the condition of the location(s) of facility (ies) where the Activity is rendered. I assume all risks of participation in said Activity, whether known or unknown to myself, related in any way to the Activity. With full knowledge of these risks, I agree to accept any and all risks of injury or death or damages and verify this statement by placing my initials here:

5. **Release.** In consideration of the opportunity afforded me to voluntarily participate in the Activity, I do hereby agree that I and my assignees, heirs, agents, guardians and legal representatives will not assert any cause or right of action or make a claim against the City of Desert Hot Springs, Successor Agency, or any other City-affiliated corporation or organization, including the Police Department, or any of their officers, directors, agents or employees, for any injury, damage or death, however caused, arising from my participation in the Activity. Without limiting the generality of the foregoing, I hereby voluntarily fully waive, relinquish and release any and all rights, actions or causes of action resulting from personal injury or death or damage to any and all property to which I may claim a right sustained in connection with my participation in the Activity.

Civil Code Section 1542 Waiver. I also hereby expressly waive any and all rights and benefits conferred upon me by the provisions of section 1542 of the California Civil Code which reads as follows:

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

Notwithstanding the provisions of section 1542, and to implement a full and complete release as set forth, I acknowledge this waiver will be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind known or unknown, or suspected or unsuspected.

Volunteer's Initial

6. **Use of Images.** I grant the City the right to (1) use my identity, voice, name, photograph, image, biographical information and/or likeness (collectively, "Images"), in any and all media, whether now known or later developed; and (2) record, film, photograph, or otherwise capture (collectively, "Record") the Images (the recorded images shall hereinafter be referred to as "Recordings") of my participation in the Activity for the purpose of promoting any and all aspects of the City and the Activity. I understand that I shall not receive any compensation for my participation in the Activity or related in any way to use of Recordings. City's rights to use of Images and Recordings shall be exclusive, world-wide, royalty-free, in perpetuity and irrevocable. I hereby waive any and all moral rights I may have, and understand I have no right to inspect or approve the Recordings at any time. I further agree that my participation in the Activity confers upon me no rights of use, ownership, or copyright in the Recordings and that any and all rights associated therewith shall be the property of the City. I hereby irrevocably assign, convey and transfer to the City any and all of my rights, title and interest to the Records, if any, in perpetuity, worldwide, including all rights to enforce the same.

7. **No Damage Relief Against the City.** The City of Desert Hot Springs, and any otherwise officially named sponsors shall not be responsible to compensate, indemnify, or pay damages to myself for any reason whatsoever, including, but not limited to cancellation of the Activity for any reason. I understand that I enter, invest in and/or plan for the Activity at my own risk. In case of accident or other emergency, City personnel and/or its agents are hereby authorized to secure medical care deemed necessary as a result of accident or injury. I further agree to pay any and all costs incurred as a result of said treatment.

8. **Knowing and Voluntary Execution.** The undersigned acknowledges that I (i) have read and fully understand the content of this Release, Assumption of Risk, and Waiver of Liability; (ii) am aware that this is a contract between myself and the City of Desert Hot Springs; (iii) have had the opportunity to consult with an attorney, at my discretion; (iv) am fully aware of the legal consequences of signing this Release, Assumption of Risk and Waiver of Liability; and (v) am eighteen (18) years of age or older.

9. **Reimbursement.** City shall be reimbursed for any and all costs and attorney's fees incurred by City in enforcing this Release, Assumption of Risk and Waiver of Liability, License & Assignment.

10. **Severability.** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

11. **Guardian.** To the greatest extent permissible by law, I hereby grant the same rights, waivers and releases as set forth above on behalf of any and all of my children, minors, and/or other persons I am also legal guardian of, who may participate in the Activity, including without limitation the right to Record Images and use Recordings and Images, and as respecting assignment of any rights.

12. **Survival.** This Release, Assumption of Risk, Waiver of Liability, License & Assignment shall survive my participation in the Activity in perpetuity.

Adult/Guardian Name: _____

Adult/Guardian Signature: _____ Date: _____

Child's Name: (If applicable) _____

Organization/Entry Name: _____

EVERY PARTICIPANT OR GUARDIAN OF A MINOR OR INCAPACITATED PARTICIPANT IN THE PARADE MUST SIGN A WAIVER AND RETURN IT TO THE CITY OF DESERT HOT SPRINGS BEFORE TAKING PART IN THE PARADE

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