



## RELEASE, WAIVER AND INDEMNITY AGREEMENT

For and in consideration of permitting \_\_\_\_\_ (“Participant”) to participate in the \_\_\_\_\_ Event (“Event”) on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, in the City of Fresno, County of Fresno, and State of California and to the furthest extent allowed by law, Participant agrees to release, indemnify, hold harmless and defend City of Fresno (“City”) and its officers, officials, agents, employees and volunteers from and against any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Participant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen out of Participant's participation in the Event.

PARTICIPANT AGREES TO ASSUME THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH TO HIMSELF/HERSELF WHILE PARTICIPATING IN THE EVENT AND HE/SHE DOES HEREBY VOLUNTARILY RELEASE THE CITY FROM, AND DOES WAIVE ANY RIGHT OF ACTION OR CLAIM FOR, ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY OF THEIR NEGLIGENCE.

Participant agrees (i) participation in the Event does not make Participant an employee of the City; and (ii) any injury sustained by Participant during his/her participation in the Celebration does not grant him/her any right, title or interest in any Workers' Compensation benefits for such injury as offered employees of the City, and Participant waives and relinquishes any interest or right to claim any interest for such injury in the City's employment benefits offered employees of the City by reason of any common law employee rights theory or similar employment entitlements of any kind.

Participant shall reimburse City for all costs and attorney's fees incurred by City in enforcing this Agreement.

This Agreement shall survive Participant's participation in the Event.

The Participant agrees that the contents of this document shall be binding upon his/her heirs, executors, administrators and assigns.

The Participant acknowledges that he/she (i) has read and fully understands the content of this Release, Waiver and Indemnity Agreement; (ii) is aware that this is a release of liability and a contract between the City and Participant; (iii) has been fully and completely advised of the potential dangers incidental to participating in the Event; (iv) has had the opportunity to consult with his/her attorney, in his/her discretion; and (v) is fully aware of the legal consequences of signing this document.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant's Parent or  
Legal Guardian (if minor)

\_\_\_\_\_  
Date