



**CITY OF ELK GROVE
PARTICIPANT'S RELEASE AND WAIVER OF CLAIMS**

1. This Release and Waiver of Claims (hereafter, "Waiver") is entered into by _____ (hereafter, "Participant"). (If Participant is under 18 years of age, Waiver must be signed by parent or guardian. See below).
2. The City of Elk Grove ("City") is sponsoring Party on the Palms Teen Festival event, to be held on September 08, 2018 ("Event"). Participant's participation in the Event is voluntary and Participant agrees to the terms set forth herein.
3. By executing this Waiver, Participant acknowledges and understands that while attending and participating in the Event, Participant may be exposed to risk of personal injury and/or property damage. Participant hereby expressly waives and releases the City, Plan-It Interactive, Inc., and any and all of their employees, officers, officials, agents, contractors and authorized Participants, and anyone working on their behalf, from any and all claims, causes of action, damages, costs, and expenses (including, but not limited to, attorney's fees), and charges of whatsoever nature, whether known or unknown, suspected or unsuspected, foreseen, or unforeseen, fixed or contingent, that Participant may have against the City or Plan-It Interactive, Inc., that may in any way be related or caused by Participant's attendance and participation in the Event, unless such actions are caused by the sole negligence or willful misconduct of the City or Plan-It Interactive, Inc. Without in any way limiting the generality of the foregoing, Participant hereby waives any right of action against the City or Plan-It Interactive, Inc. for injuries or damages sustained while attending and participating in the Event.
4. By executing this Waiver, Participant understands and acknowledges that he/she expressly is waiving any and all rights he/she may have under California Civil Code section 1542. That code section provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in her or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

In that connection, Participant realizes and acknowledges that Participant expressly waives and releases the City and Plan-It Interactive, Inc., and any and all of their employees, officers, officials, agents, and contractors, from any liability for claims that are now unknown, unsuspected, or unforeseen.

5. Participant expressly acknowledges that he/she has read this Waiver and understands all terms and conditions contained in it. Participant further expressly acknowledges and agrees that he/she has not received any promise or inducement to enter into this Waiver, and that this Waiver is entered into freely, voluntarily and without undue influence or duress.
6. Participant acknowledges that the City may from time to time publish newsletters, brochures, flyers, videos, or other printed or visual material containing pictures or images of Participant. Participant hereby expressly grants the City permission to use images of his/her likeness in any such printed or visual material for purposes of promoting City events or activities.
7. This Release and Waiver shall be deemed to be made in, governed by, and construed in accordance with the laws of the State of California. Any legal action arising out of this Waiver shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State

of California.

8. Participant agrees and acknowledges that Participant has had a full and fair opportunity to review the provisions of this Release and Waiver and to have such provisions reviewed by legal counsel. Any ambiguities in construing or interpreting this Release and Waiver shall not be resolved against the drafting party.

9. The invalidity, illegality or unenforceability, of any provision of this Release and Waiver shall not render the other provisions invalid, illegal or unenforceable.

10. This instrument constitutes the entire agreement concerning the subject matter hereof and supersedes any and all prior oral and written communications regarding the subject matter hereof.

11. By signing below, I acknowledge and represent that **I HAVE READ THIS AGREEMENT CAREFULLY, I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.** No oral representations, statements or inducements, apart from this written agreement, have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect

This Release and Waiver of Claims is entered into this ___ day of _____, 201__ at Elk Grove, California.

IF 18 YEARS OF AGE OR OLDER:

I declare under the penalty of perjury of the laws of the State of California that I am eighteen (18) years of age or older and am fully competent to sign this agreement.

Print Name of Participant: _____

Signature: _____

Participant Address: _____

Telephone: _____

Date of Birth: _____

IF UNDER 18 YEARS OF AGE:

Print Name of Participant: _____

Print Name of Participant's Parent or Guardian: _____

As Participant's Parent or Guardian, I agree to all terms of this Waiver on behalf of the Participant.

Signature: _____

Relationship: _____

Address: _____

Telephone: _____

Internal use only:

Verified by: _____ **Date:** _____