

# 2019 4th of July Parade Release

**This document affects your legal rights. You must read and understand it before initialing or signing it.**

I, \_\_\_\_\_, acknowledge that I have voluntarily applied to the Grass Valley Downtown Association, hereafter GVDA; Greater Grass Valley Chamber of Commerce, hereafter GGVCC; Nevada City Chamber of Commerce, hereafter NCCC; to participate in the **4th of July Parade** to be held on the 4th of July 20\_\_\_\_.

## Acknowledgment of Risks

I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness, or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. I understand and acknowledge those risks may result in personal claims against the GVDA, GGVCC, NCCC, or their members or claims against me by spectators or other third parties.

Among these risks are the following:

(1) The nature of the activity itself; (2) the acts or omissions, negligence in any degree, of the GVDA, GGVCC, NCCC, their agents or employees, and other persons or entities; (3) latent or apparent defects or conditions in equipment, or property, or other persons or entities; (4) use or operation, by myself or others, of equipment supplied by myself or other persons or entities; (5) acts of other participants in this activity, employees and agents of the GVDA, GGVCC, NCCC, or other persons; (6) weather conditions; (7) contact with plants or animals; (8) my own physical condition, or my own acts or omissions; (9) condition of the motor vehicles, floats, equipment, if any and/or the streets and surrounding terrain, and accidents connected with their use; (10) first-aid, emergency treatment or other services rendered; s(11) consumption of food or drink.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness or disease, or damage to myself, to my property, or to spectators, or other third parties. I expressly accept those risks not specifically listed above as well.

## Acceptance of Risk and Responsibility

Being aware that this activity entails risks or injury to myself and a risk to injury to spectators or other third parties as a result of my actions, I agree, covenant

and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to spectators or other third parties and their property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks.

## Release

I hereby voluntarily release and forever discharge the GVDA, GGVCC, NCCC, their officers, agents or employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically, but not limited to, the active or passive negligent acts or omissions of the GVDA, GGVCC, NCCC, their agents or employees, and all other persons or entities, for any and all injury, death, illness, or disease, and damage to myself or to my property. I further agree, promise and covenant to hold harmless, defend and indemnify the GVDA, GGVCC, NCCC, their officers, agents or employees, and all other persons or entities from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to spectators or third parties in the course of my participation in any event sponsored by GVDA, GGVCC or NCCC.

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against the GVDA, GGVCC, NCCC, their officers, agents or employees, and all other persons or entities, for any injury, death, illness or disease, or damage to myself or to my property arising from or connected with my participation in this activity or from any claim asserted against me by spectators or other third parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE GVDA,

GGVCC, NCCC, OR THEIR OFFICERS, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

**Acknowledgment of Effect of This Release**

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against the GVDA, GGVCC, NCCC, their officers, agents or employees, and all other persons or entities, including specifically, but not limited to, rights arising from or claims for the acts or omissions, negligent to any degree, of the GVDA, GGVCC, NCCC, their officers, agents or employees, and all other persons or entities.

I understand and acknowledge that by initialing and/or signing this release, I have assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by spectators or other parties against me as a result of my participation in this activity.

I understand and acknowledge that no other insurance is provided to me for this activity. I certify

that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this activity and to cover bodily or property damage caused to a third party as a result of my participation in this activity. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

**Entire Agreement**

I understand that this is the Agreement between myself and the GVDA, GGVCC, NCCC, their officers, agents or employees, and that it cannot be modified or changed in anyway by the oral representations or statements of any officer, agent or employee or the GVDA, GGVCC, NCCC, or by me. I further understand its contents and that this agreement includes an assumption of risk of the release parties' negligence and a release of their liability. I understand that the GVDA, GGVCC, and NCCC are materially relying on this waiver and are allowing me to participate in the subject event with this reliance.

My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

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

Signature of Parent or Guardian (if under age 18) \_\_\_\_\_

Signature of Witness \_\_\_\_\_

I, being above age eighteen, or the legal guardian of the above-named person who is under 18, in consideration of the services of City of Grass Valley ("City"), the rate charged for those services, if any, and the right to use City's facilities and engage in events at its facilities as a participant and/or volunteer, hereby acknowledge, agree,

promise and covenant with the City and all other persons or entities, and release and discharge the City and all other persons or entities, on behalf of myself, my heirs, assigns, personal representatives and estate.