

Matsuri! Japanese Arts Festival Volunteers
May 6, 2018

WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO PARTICIPATE

In consideration of being permitted to participate in any way, including travel to and from the Matsuri Festival, the undersigned acknowledges, appreciates, and agrees that I hereby release and hold harmless **Sonoma County Matsuri, its officers, directors, and volunteers, the City of Santa Rosa, and all co-sponsors**, together with their affiliated organization, their respective administrators, directors, officers, agents, and other employees or volunteers of the organization, advertisers, and if applicable, owners, lessors, and lessees of premises used in conducting the event, all of whom are hereinafter referred to as "Releasees", from any and all litigation expenses, attorney fees, loss, liability, damage or costs on account of injury, illness, disease, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the Negligent acts or omissions of the Releasees or otherwise to the fullest extent permitted by law. I hereby agree to release, waive, discharge and covenant not to sue the above mentions entities for any harm or injury occurred during the time involved with the Matsuri Festival.

I also acknowledge and fully understand that I will hold harmless the above named entities any injuries including permanent disability or death, and severe social and economic losses due not only to my own actions, inactions, or negligence, but also to the actions, inactions, or negligence of others, premises or of any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.

I HAVE READ THE ABOVE WARNING, WAIVER, AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND KNOWING THIS, SIGN IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR CONSISTENT WITH THE CALIFORNIA LAWS. I UNDERSTAND THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE THE REQUIRED CONSENT OF MY PARENT/LEGAL GUARDIAN AS EVIDENCED BY THEIR SIGNATURE BELOW. I INTEND THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant's Name (please print) Participant's Signature Date

PARENTS/LEGAL/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18)

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all the Releasees, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation including litigation expenses, attorney fees, loss, liability, damage or costs which may incur as the result of the minor child's participation in these programs as provided above, even if arising from their negligence, to the fullest extent permitted by law. I have instructed the minor participant as to the above warnings and conditions and their ramifications.

Parent/Legal Guardian (please print) Parent/Legal Guardian's Signature Date