

LOS ALTOS FESTIVAL OF LIGHTS ASSOCIATION GROUP WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

Introduction

The Los Altos Festival of Lights Association sponsors an annual nighttime parade in downtown Los Altos during the winter holiday season. The parade includes many participants who wish to be part of the parade.

Releasors

I, the undersigned, on behalf of all participating members of the organization named below, as a participant in the Festival of Lights Parade, for myself, my executor, administrators, heirs, devisees and assigns, hereby agree to the terms of this release and Hold Harmless Agreement.

Releasees

The Los Altos Festival of Lights Association, the event site, their management, their officers, board members, employees, agents, contractors, promoters, members, affiliates, sponsors, volunteers, paid staff, organizers or their representatives, and involved municipalities or other public entities (and their respective agents and employees), and all cooperating businesses and organizations or other event personnel.

Acknowledgment of Inherent Risks

I understand that accidents occasionally occur during parades and that participants in parades occasionally sustain personal injuries and/or property damage, as a consequence thereof.

Assumption of Risk and My Responsibility

Knowing the risks, I hereby agree to assume those risks and to release and hold harmless all of the Releasees identified above who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages, injury or death, whether such injury or death be caused by the negligence or gross negligence of the Releasees, or otherwise.

Release and Hold-Harmless

In consideration for participation in the parade, the Releasors do hereby waive, release and discharge the Releasees from all claims of damages, demands, actions and causes whatsoever for economic or non-economic losses, expenses, death, personal injury or property damage which I may have, or which may hereafter occur to me, as a result of any matter arising from or growing out of my participation in said event. This release is intended to discharge in advance the Releasees for and against any and all liability arising out of or connected in any way with my participation in said event, even though that liability may arise out of negligence or carelessness on the part of the persons or entities that are Releasees identified above.

Participant further expressly agrees that this Release is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Participant has read and voluntarily signs this release, and further agrees that no oral representations, statement or inducement apart from the foregoing have been made, and that this Release may only be modified by a written document signed by Participant and duly authorized representative of Los Altos Festival of Lights Association.

Authorization

I give full permission for the use of my name and photograph in this event. I give my full permission for such first aid as deemed necessary to be provided to me on the event site or prior to transport to a hospital for further treatment.

Signature _____ Title _____

Organization _____ Date _____