

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, _____, fully understand that my participation in the _____, at the location of _____, Fillmore, California (hereinafter "event"), exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in this event and agree to assume any such risks.

I hereby release, discharge and agree not to sue The City of Fillmore for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the event from whatever cause, including the active or passive negligence of The City of Fillmore or any other participants in the event.

In consideration for the permit being issued for the event, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless The City of Fillmore, its council members, boards, commissions, officers, employees and agents from any and all claims, demands, liabilities, costs, expenses, actions or suits arising out of or in connection with the event, including the street closure and the activities permitted in connection therewith. This indemnity obligation shall include all reasonable costs necessary to defend a lawsuit or claim, including attorneys' fees, investigators, filing fees, transcripts, court reporters and other reasonable costs of investigation and defense.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date: _____

Signature

Print Name