## VACAVILLE 2025 FIESTA DAYS at ANDREWS PARK and CREEKWALK and PARADE ROUTE

## RELEASE and WAIVER of LIABILITY, ASSUMPTION of RISK, HOLD HARMLESS and INDEMNIFICATION AGREEMENT

<u>NOTICE</u>: Fiesta Days, Inc. and the City of Vacaville do NOT provide liability insurance for the protection of persons, organizations, businesses, groups, spectators or others who may participate in Fiesta Days' events and activities. In exchange for participation in the Vacaville 2025 Fiesta Days parade and any and all related activities (collectively the "Event"), THE UNDERSIGNED, on behalf of the participating parade entry individual, group, and organization, and all participants ACKNOWLEDGES and AGREES to the following:

- I. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Fiesta Days, Inc. or the City of Vacaville, their officers, officials, agents, employees, and/or volunteers, (collectively the "Released parties") from any and all liability to the undersigned, for any and all loss or damage, and for any and all claims or demands for injury to person or death or damage to property of the undersigned, whether caused by the negligence or other legal fault of the Released Parties, arising out of or in connection with the undersigned's participation in the Event.
- I/WE HEREBY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGE due to the negligence or other legal fault of the Released Parties, arising out of or in connection with my participation in the Event. I expressly acknowledge and agree that participation in the Event may be of a hazardous, strenuous, and/or physical nature, and may involve interaction with other participants.
- 3. I FURTHER EXPRESSLY AGREE AND ACKNOWLEDGE that the foregoing Agreement is intended to be as broad and inclusive as is permitted by law, and that if any portion of the Agreement is held to be invalid, the balance shall continue in full force and effect

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A BINDING CONTRACT. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS AGREEMENT OF MY OWN FREE WILL. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING AGREEMENT HAVE BEEN MADE.

Date	Signature		Printed Name	
Parade Entry Representative Title			Telephone Number	
Signatures of other par	ade entry participants:			
Print Name	Signature	Print Name	Signature	