

**RELEASE AND WAIVER OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in **Horseshoes, Row Boat Racing/Paddleboard Racing, Barge Decoration**, and related activities, I, for myself, my successor, heirs, assigns, executors, and administrators;

1. Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the event, activity, facility, or area;

2. Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity

3. Assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in this event or activity;

4. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against **Capitola Beach Festival** and **City of Capitola**, their officers, agents or employees, and agents attributable to my participation in the event or activity;

5. Release, waive, discharge and relinquish **Capitola Beach Festival** and **City of Capitola**, their officers, employees, and agents from any liability, loss, damage, claim, demand or cause of action against them arising from or attributable to my participation in the event or activity, whether same shall arise by their negligence or otherwise;

6. Agree that photographs, pictures, slides, movies, or videos of my may be taken in connection with my participation in this event or activity without compensation from **City of Capitola** or **Capitola Beach Festival** and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose;

7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity;

8. Acknowledge that **City of Capitola** and **Capitola Beach Festival** are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the above-named event or activity.

THIS DOCUMENT RELIEVES **CAPITOLA BEACH FESTIVAL** AND **CITY OF CAPITOLA** AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY.

PRINTED NAME

SIGNATURE

DATE

**PARENTAL CONSENT RELEASE AND WAIVER OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, including permission for _____ (the "minor") to participate in **Horseshoes, Row Boat Racing/Paddleboard/ Racing, Barge Decoration**, and related activities, I, the parent/guardian of the minor for myself and on behalf of the minor:

1. Consent to the minor's participating in the event or activity; and agree that prior to the minor's participation in the event or activity the minor and I will inspect the facilities, equipment, and areas where the event or activity is being conducted and, if either of us believes any of them are unsafe, I will immediately advise the person supervising the event, activity, facility or area;
2. Acknowledge that the minor and I fully understand that the minor's participation may involve risk of serious injury or death, including economic losses, which may result not only from the minor's own actions, in-actions, or negligence, but also from the actions, in-actions, or negligence of others, the condition of the facilities equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity;
3. Release, waive, discharge and relinquish **Capitola Beach Festival** and **City of Capitola** and their officers, employees, and agents from any liability, loss, damage, claim, demand or cause of action against them attributable to the minor's participation in the event or activity, whether same shall arise by their negligence or otherwise;
4. Assume any and all risks of personal injuries to the minor and authorize **City of Capitola** or **Capitola Beach Festival**, to contact or employ a licensed physician to render any medical treatment that may be deemed necessary for the minor or to take and admit the minor to any hospital. If such medical treatment or hospitalization is required, I agree to pay all medical and hospital bills relating thereto, permanent or partial disability, or death and damages to the minor's or my property, caused by or arising from the minor's participation in the event or activity;
5. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death for or on behalf of the minor against **Capitola Beach Festival, City of Capitola** and their officers, employees, and agents attributable to the minor's participation in the event or activity;
6. Agree that photographs, pictures, slides, movies, or videos of the minor may be taken in connection with the minor's participation in the event or activity without compensation from **Capitola Beach Festival** or **City of Capitola** and consent to the use of photographs, pictures, slides, movies, or videos for any legal purpose;
7. Warrant that the minor is in good health and has no physical condition that would prevent the minor from participation in the event or activity;
8. Acknowledge that **City of Capitola** and **Capitola Beach Festival** are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the above named event or activity.

IMPORTANT:

THIS DOCUMENT RELIEVES **Capitola Beach Festival** and **City of Capitola** AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. BOTH PARENTS MUST SIGN UNLESS ONLY ONE PARENT IS LIVING OR UNLESS ONLY ONE HAS LEGAL CUSTODY. LEGALLY APPOINTED GUARDIANS MUST SIGN AND FURNISH A CERTIFIED COPY OF LETTERS OF GUARDIANSHIP.

I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY.

PRINTED NAMES (Parent/Guardian)	SIGNATURES	DATE
_____	_____	_____
_____	_____	_____

I HAVE READ THIS DOCUMENT SIGNED BY MY PARENT OR GUARDIAN AND JOIN THE WAIVER, RELEASE AND ASSUMPTION OF RISK. I AM AWARE OF THE RISKS INVOLVED IN MY PARTICIPATION IN THE EVENT OR ACTIVITY.

PRINTED NAME	SIGNATURE	DATE
_____	_____	_____