

**CHRISTMAS ON MERCED STREET**  
**Participation Waiver and Release of Liability Agreement**

**PLEASE READ CAREFULLY AND THOROUGHLY BEFORE SIGNING**

**Waiver and Release of Liability:** In consideration for being permitted to participate in the following program or activity (the “Activity”), including any associated use of the premises, facilities, staff, equipment, and services of the City of Fowler, the undersigned voluntarily agrees, on his/her own behalf and that of his/her child(ren), heirs, personal representatives, assigns, and anyone for whom the undersigned is responsible to or for, to forever discharge, waive, release from any liability, and not to sue the City of Fowler, its officials, officers, employees, volunteers, and agents (“the City”) for any personal injury(ies), including death, or property damage or loss caused by, arising out of, resulting from, or connected in any way to participation in the Activity described in this Agreement, including but not limited to incidents arising out of the City’s negligence.

Description of the Activity: Pony Express Train Ride & Reindeer Petting Zoo. Date(s): December 3, 2022

**Express Assumption of Risk - WARNING:** The undersigned is aware and acknowledges that participation in the Activity carries with it inherent risks that cannot be fully eliminated regardless of the care taken by the City, including without limitation damage to property, and personal injury including serious personal injury or death. Additionally, the Activity will include a petting zoo with various types of animals. The undersigned is aware and acknowledges that interaction with animals is an unpredictable activity, and the risks and dangers associated therewith include without limitation being stepped on, bitten, kicked, dragged, run into, run over, head-butted, and attacked. Furthermore, THE ACTIVITY MAY INCLUDE THE DISTRIBUTION OR AVAILABILITY OF FOOD PRODUCTS which may include ingredients that may cause allergic reactions for some participants. The undersigned, on his/her own behalf and that of his/her child(ren), agrees and acknowledges that responsibility for acceptance of any food product and reading and determining the ingredients thereof rests solely with the undersigned and not with the City. The undersigned freely and voluntarily assumes all risks, whether known or unknown, from participating in the Activity.

**Indemnification and Hold Harmless:** The undersigned agrees for himself/herself and his/her heirs, assigns, and representatives to indemnify and hold the City harmless from any and all losses, claims, actions, causes of action, proceedings, expenses, damages, and liability of any kind which may be initiated by the undersigned or by any other person or organization on the undersigned’s behalf, including demands for damages, judgments, costs, loss of services, or expenses arising out of the participation or involvement in the activities contemplated by this Agreement, including but not limited to reasonable attorney’s fees.

**Competition Release:** The undersigned agrees and acknowledges that the City is not responsible for the following: (i) events beyond the City’s control that may cause the Activity to be disrupted, modified, or cancelled; (ii) any printing or typographical errors in any materials associated with the Activity; and (iii) any disputes amongst participants regarding the Activity or the use or award of any prize. Any prizes are awarded “as is, where is,” without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose.

**Publicity and Promotional Release:** By signing this Agreement and participating in the Activity, the undersigned grants the City the perpetual irrevocable non-exclusive right and license to use and exploit, except where prohibited by applicable law, the undersigned’s name, photograph, likeness, statements, answers, prize information, voice recording, and video images for publicity and promotional purposes, including without limitation on City’s website and social media accounts, without obligation, compensation, or liability to the undersigned. The waiver and release of liability and indemnification and hold harmless provisions of this Agreement include the publicity and promotional release and grant of the right and license provided herein.

**Severability:** The undersigned acknowledges, understands, and agrees that this Agreement is intended to be as broad and inclusive as permitted by California law, and that if any clause, provision, or portion herein is held invalid, such invalidity shall not affect the remaining portions, which shall continue to have full legal force and effect.

**Acknowledgment of Understanding:** The undersigned has read this Agreement, fully understands its terms, and understands that signing this Agreement will result in voluntarily waiving substantial rights, including the right to sue the City. The undersigned confirms that this Agreement is being signed freely and voluntarily, and the signature herein is intended to be a complete and unconditional release of all liability to the greatest extent allowed by law. As parent or legal guardian of the below minor, I have read and agree to all provisions set forth in this Agreement.

**Date:** December 3, 2022

_____ Participant Name	_____ Signature of Participant or legal guardian of participating minor(s)
_____ Participant Name	_____ Signature of Participant or legal guardian of participating minor(s)
_____ Participant Name	_____ Signature of Participant or legal guardian of participating minor(s)
_____ Street Address	_____ Phone #
_____ City, State, Zip Code	
_____ List participating minor(s)	