

CHRISTMAS ON MERCED PARTICIPATION WAIVER

RELEASE: By participating in the event, participants agree to release, indemnify, defend and hold the event parties, and their respective parents, affiliates, subsidiaries, directors, officers, employees, and agents, including advertising and promotion agencies, and assigns, and any other organizations/entities related to the event (collectively, "Releasees") harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature incurred by any Releasee that in any way arise from an entrant's participation in the event or acceptance or use of a prize or parts thereof (collectively, "Claims"), including without limitation (i) any condition caused by events beyond Releasees' control that may cause the event to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Event, including any injuries to person or property related to the transportation required to participate; (iii) any printing or typographical errors in any materials associated with the event; and (iv) any disputes amongst team members regarding the use or award of the prize amongst the team. In addition to the above, each Team Leader agrees to release, indemnify, defend and hold the Releasees harmless from any and all Claims incurred by any Releasee arising due to (a) a team member's claim against any Releasee that would otherwise be barred by the terms of these rules on the grounds that such team member was unaware of and/or did not agree to these rules; or (b) a minor team member's disaffirmance or repudiation of these rules.

LIMITATION OF LIABILITY: The Releasees are not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether through the platform, by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures or difficulties. 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. Except where prohibited, by participating in the event and submitting an entry, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with the prize awarded, determination of a winning team, or any other matter relating to the event that cannot be resolved between such entrant and any Releasees shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the event, but in no event attorneys' fees. Notwithstanding anything to the contrary herein, in no event shall any entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, operation or other exploitation of the City of Fowler's platform, the event, any website, content, advertising or other materials used, displayed or issued in connection with the event, or any submission or entry, and such entrant's rights and remedies in any such event shall be strictly limited to the right to recover money damages, if any, in an action at law. IN NO EVENT WILL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE EVENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL ENTRANTS.

PUBLICITY RELEASE: Except where prohibited, an entrant's participation in the event constitutes consent to the perpetual, worldwide, royalty-free use of name and/or photo by any releasee for advertising and promotional purposes, without limitations and without compensation.

GENERAL CONDITIONS: By participating in the event, each entrant acknowledges that he/she has read these Official Rules and agrees to be bound by them. Non-compliance with these Official Rules may result in disqualification and all associated entries will be void. Prize substitutions of equivalent value are permitted if necessary. Event rules will be amended if needed. We reserve the right to discontinue the event at any time for any reason. Date: DEC ____, 2023.

_____ Participant Name	_____ Signature of participant or legal guardian	_____ Participant Name	_____ Signature of participant or legal guardian
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