

WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT

Waiver: In return for being permitted to participate as a volunteer in the following activity or program (the “Activity”), including any associated use of the premises, facilities, staff, equipment, transportation, and services of the Clovis Chamber of Commerce and/or the City of Clovis, I, for myself, heirs, personal representatives, and assigns, do hereby release, waive, discharge, and promise not to sue the Clovis Chamber of Commerce and/or the City of Clovis, its directors, officers, employees, and agents (collectively the “Releasees” or individually a “Releasee”), for liability from any and all claims, including the negligence of any Releasee, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation in the Activity and any use of the Clovis Chamber of Commerce and/or the City of Clovis premises and facilities.

Description of Activity or Program: Volunteers may be requested but not limited to various tasks, including unloading vendor belongings, guiding vendors/attendees, managing crowd control, supporting staff or balloon pilots, and maintaining the cleanliness of the festival area, greeting attendees, distributing information, helping with logistical tasks.

Date(s): CLOVISFEST September 28-29th 2024

Assumption of Risks: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another, but the risks could range from 1) minor injuries such as scratches, bruises, and pain, to 2) major injuries such as joint or bone injuries, to 3) catastrophic injuries such as paralysis and death, and to 4) the contraction of sickness or a contagious virus or bacteria. I hereby agree to assume the risks associated with my participation in the Activity and acknowledge that I am responsible to take action to avoid such risks as I may deem appropriate under the circumstances and within the applicable rules and regulations of the Clovis Chamber of Commerce and/or the City of Clovis.

Indemnification and Hold Harmless: I also agree to indemnify and hold the Releasees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees, arising out of my involvement in the Activity, and to reimburse it for any such expenses incurred.

Severability: I further agree that this Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California in the County of Fresno.

Acknowledgment of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing this Agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Name (print) and Date of Birth if a Minor

Participant Signature and Date Signed

I, the parent/legal guardian of the Participant, hereby agree to the above on behalf of the Participant.

Parent/Guardian Name (print)

Parent/Guardian Signature and Date Signed