

Eureka Rhododendron Parade Waiver and Release

In consideration for being permitted by the City of Eureka to participate in the Eureka Rhododendron Parade, I agree to the following:

I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity, that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless the City of Eureka (its officers, employees, volunteers and agents) and Eureka Old Town Rotary (its officers or agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me.

I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns. I further agree to indemnify and to hold the City of Eureka (its officers, employees and agents) or Eureka Old Town Rotary (its officers or agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

I HEREBY WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS FOR DAMAGES FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE WHICH I MAY HAVE OR WHICH MAY HEREAFTER ACCRUE AS A RESULT OF MY PARTICIPATION IN SAID ACTIVITY. THIS RELEASE IS INTENDED TO DISCHARGE, IN ADVANCE, THE CITY OF EUREKA (ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS) AND EUREKA OLD TOWN ROTARY FROM AND AGAINST ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH MY PARTICIPATION IN SAID ACTIVITY, EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF THE CITY OF EUREKA (ITS OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS) OR EUREKA OLD TOWN ROTARY (ITS OFFICERS OR AGENTS).

Finally, I further agree that photographs which depict my participation in the program may be used for program publicity and for other uses consistent with the law without any further written agreement or authorization.

A parent or legal guardian must sign this agreement on behalf of any minor participant under the age of 18. By electronically signing this agreement, I represent that I have the authority to sign and enter into this agreement on behalf of the minor(s) listed above.

Print Name of Minor: _____ Date: _____

Print Name of Guardian: _____

Signature: _____

Print Name of Participant: _____

Signature of Participant: _____