



CITY OF CORONA PARTICIPANT WAIVER & RELEASE (STANDARD FORM)

Read first. The below noted person ("Participant") is voluntarily requesting to participate in the event, activity or program noted below ("Event"). Participant submits this Waiver & Release ("Release") and intends that it be a full, final and enforceable release for the benefit of the City as specified herein.

EVENT & PARTICIPANT INFORMATION			
EVENT			
Canvas on the Curb Public Art Program			
NAME OF PARTICIPANT		PHONE NUMBER	
ADDRESS	CITY	STATE	ZIP
TERMS			
<p>DEFINITIONS</p> <p>The term "City" shall mean the City of Corona as itself or in another capacity (such as the Corona Utility Authority, Corona Housing Authority or Successor Agency to the Redevelopment Agency) and its community sponsors or partners, as well as each of their officials, officers, employees, agents, volunteers, successors and assigns. The term "Participant Releasors" shall mean the Participant and Participant's personal representatives, heirs, next-of-kin, employees, agents, successors and assigns. The term "City Releasees" shall mean the City of Corona and its officials, officers, employees, agents, volunteers, successors and assigns. The term "Event" shall mean the City-sponsored activity, program or other event described above. The term "Participant Photographs" shall mean photographs taken of Participant and its guests, invitees and family members, including Participant's minor children and/or other minor children for whom Participant is responsible while at the Event. The term "Photographs" shall mean still or moving film photography, video photography, live transmission or other reproduction of a likeness in any medium.</p>			
<p>ACKNOWLEDGEMENT</p> <p>The Participant understands, acknowledges and agrees that: (1) Participant is physically fit and able to participate in the Event; (2) if at any time Participant does not feel capable of participating or performing any work, services or tasks assigned, Participant will immediately stop and inform a City representative; (3) Participant has freely and voluntarily chosen to participate in the event, understanding that there are known and unknown inherent risks when participating in the Event and understanding that Participant will be subjected to the risk of personal injury, death or property damage arising from or connected with such known and unknown risks; (4) as consideration for participating in the Event, Participant knowingly and voluntarily accepts all known and unknown risks associated with participation in the Event; (5) Participant takes full responsibility for his/her personal safety and for compliance with all local, state and federal laws and regulations, including without limitation, all traffic laws while participating in the Event; (6) participation in the Event is entirely voluntary and the City provides no compensation for Participant's participation, including any works, services or tasks that may be performed on behalf of the City or others, unless otherwise provided in the Event documents; and (7) Participant is not entitled to any benefits from the City, including without limitation workers' compensation benefits or other protection.</p>			
<p>USE OF PERSONAL IMAGES & FEATURES</p> <p>Participant understands, acknowledges and agrees that: (1) the City and/or its representatives may capture Participant's voice, image or words or may take Participant Photographs during or related to the Event; (2) the City and/or its representatives may use, publish and/or distribute all Participant Photographs for such purposes as City deems appropriate in its sole discretion, such as for advertising or promotional, informational or other publications or materials (e.g. the City recreation brochure, event flyers or informational brochures), one or more City of Corona website(s), City Facebook page(s), Twitter account(s) or other similar electronic social media; (3) the City and/or its representatives may distribute the Participant Photographs electronically, either</p>			

via email, social media or other means, and that such use or publication may subject Participant and/or those minor child(ren) depicted to the risk of notoriety or publicity; and (4) Participant is representing to the City that he or she has the right to sign this Release on behalf of the minor child(ren) for whom Participant is responsible while at the Event; and (5) Participant waives any right to financial or other consideration for the City's taking, use, publication and/or distribution of the Participant Photographs.

WAIVER & RELEASE

As consideration for participating in the Event, Participant, on behalf of himself or herself and the Participant Releasers, hereby releases, waives, discharges, and covenants not to sue the City Releasees from and for any and all liability for any loss or damage to the Participant, the Participant Releasers, or any other property or person, including third parties, from and for any claims or demands related to any loss, damage, cost or injury, including wrongful death, to any property or persons, including without limitation the person or property of the Participant, the Participant Releasers or any other person or third party, whether directly or indirectly caused by any known or unknown act, omission or willful conduct of the Participant, the Participant Releasers, the City Releasees, or any other person or third party which is in any way related to the Event. It is understood and agreed that all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

INDEMNITY

As consideration for participating in the Event, Participant, on behalf of himself or herself and the Participant Releasers, hereby agrees to defend, indemnify and save and hold free and harmless the City Releasees from any and all liability from loss, damage, cost or injury, including wrongful death and including without limitation the payment of attorney's fees, to any property or persons, including third parties, in any manner arising out of or incident to any acts, omissions or willful misconduct of Participant or the Participant Releasers in any way related to participation in the Event. The Participant shall defend, at Participant's own expense, including attorneys' fees, the City Releasees in any action or proceeding, legal, administrative or otherwise, based on such acts, omissions or willful misconduct.

GENERAL PROVISIONS

Participant understands, acknowledges and agrees that: (1) Participant has read, understands and voluntarily signs this Release; (2) this Release is intended to be contractual and not a mere recital, shall be interpreted and applied as broad and inclusive as is permitted by federal, state and local laws, rules and regulations, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect; (3) valuable legal rights are being given up by executing this Release; (4) Participant has either had the assistance of legal counsel in the review of this Release or could have had such assistance and voluntarily declined to obtain such assistance; (5) this Release shall be binding upon the Participant and the Participant Releasers; (6) if any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret this Release, the prevailing party shall be entitled to recover such amount as the court may award as reasonable attorney's fees and costs; (7) this Release is the entire understanding with the City and no written or oral representations, statements or inducements, apart from the foregoing written provisions, have been made to induce Participant to execute this Release; and (8) Participant is representing that Participant is either age 18 or older, or has also had a parent or legal guardian execute this Release and accept full responsibility for all terms and conditions in this Release.

APPROVAL & EXECUTION

SIGNATURE OF PARTICIPANT	DATE
SIGNATURE OF PARENT OR LEGAL GUARDIAN (If Participant is under the age of 18)	DATE