LA CAÑADA FLINTRIDGE BATTLE OF THE BANDS

WAIVER AND RELEASE AGREEMENT

I, ________________________________, (“Performer”), hereby acknowledge that I am voluntarily participating in the City of La Cañada Flintridge Battle of the Bands (“Event”) on December 1, 2022 (“Date”).

Performer understands that accidents and injuries can arise out of the Event; knowing the risks, nevertheless, and in consideration for being permitted to participate in the Event on the Date, Performer hereby waives, releases and discharges any and all claims for damages for death, personal injury, or property damage which Performer may have, or which hereafter accrue to Performer, against the City of La Cañada Flintridge, its elected and appointed officers, officials, employees, agents and volunteers (collectively “City”), from and against any and all liability arising out of or connected in any way with Performer’s participation in the Event, even though that liability may arise out of negligence or carelessness on the part of City. It is further understood and agreed that this Agreement is to be binding on Performer’s heirs and assigns.

Performer hereby grants City the right to photograph or video-record Performer during or in connection with the Event, and to use Performer’s photographed or video-recorded likeness, and any image, silhouette, or reproduction of the voice or appearance of Performer taken during or in connection with the Event (“Likeness”), for any purpose, including publicity and promotion of City and its events, and creation or production of materials in any form for such purpose, with no claim of entitlement to any license fee or royalty of any kind from City. Performer hereby waives any right to the intellectual property of Performer’s Likeness. The rights granted by Performer hereunder shall not expire.

Performer further agrees to indemnify, defend and hold harmless City from and against any and all claims, liabilities, losses, damages, expenses, costs (including without limitation costs and fees of litigation) of every nature (including, but not limited to, property damage, bodily injury, or death), whether imposed by law or otherwise, sustained or alleged to be sustained by any person or entity (whether they be members of the public visiting the Event, employees of the City, other performers or exhibitors at the Event, or otherwise), occurring at, arising from, or connected with, Performer’s preparation, presentation or performance at the Event, Performer’s actions or inactions at the Event, persons performing services for Performer at the Event, or resulting from any equipment, machinery or items displayed or used by the Performer for the Event, except for such claim, liability, loss, damage, expense, or cost which was caused by the sole negligence or willful misconduct of the City.

Performer further agrees that no oral representations, statements, or inducements apart from this Waiver and Release Agreement have been made by City or anyone else with regard to the subject matter of this Waiver and Release Agreement. This Waiver and Release Agreement is intended to be construed broadly to the full extent permitted under the laws of the State of California, and if any portion thereof is held by a court of competent jurisdiction to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read this Waiver and Release Agreement and fully understand its contents. By signing below, I understand I am giving up valuable legal rights. I knowingly and voluntarily give up these rights of my own free will.

IF PERFORMER IS 18 YEARS OF AGE OR OLDER:

Signature: ________________________________ Date: ____________________
IF PERFORMER IS UNDER 18 YEARS OF AGE ("MINOR PARTICIPANT"):

Name of Minor Performer: _________________________________  Date: ______________
Parent/Guardian Name (Print): ________________________________
Parent/Guardian Signature: _________________________________