

# Colony Days Festival

## Volunteer Waiver

### RELEASE OF LIABILITY:

As a volunteer, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, being fully aware that participation will expose her/him to a risk of property damage, bodily injury, personal injury and/or death, hereby releases, waives, discharges and covenants not to sue **COLONY DAYS COMMITTEE, COLONY DAYS, TENT CITY**, their officers, directors, trustees, employees, agents, representatives, vendors, servants, and all other persons and associates connect with **COLONY DAYS COMMITTEE, COLONY DAYS, and TENT CITY**, whether known or unknown (HEREIN AFTER COLLECTIVELY "SPONSORS"), from any and all liability, including for activity or passive negligence, for any and all property damage, personal injuries, bodily injury, death and/or other claims or causes of action arising out of or relating to the Volunteer's participation in **COLONY DAYS COMMITTEE, COLONY DAYS, TENT CITY**, INCLUDING THOSE CLAIMS WHICH ARE KNOWN AND UNKNOWN, FORSEEN AND UNFORSEEN, FUTURE OR CONTINGENCE.

### COVENANT NOT TO SUE:

As a Volunteer, for herself/himself and successors, assigns, heirs, estate, employees, and all other persons, known or unknown, covenants not to directly or indirectly commence or prosecute any action, suit, claim or other proceeding against the Sponsors arising out of or related to **COLONY DAYS COMMITTEE, COLONY DAYS, TENT CITY**. The Volunteer is aware of Civil Code 1542 and waives its effect. Civil Code 1542 provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which is known by him, must have materially affected his settlement with the debtor."

### INDEMNITY AGREEMENT:

As a Volunteer you shall indemnify and hold harmless the Sponsors against any and all claims, demands, causes of action, personal injuries, death, damage, costs and liabilities, in equity, of every kind and nature whatsoever, directly or proximately resulting or caused by the act or omission of volunteering, or any of its officers, agents, employees, guests, patrons, or invitees, and the Volunteer shall, at your sole risk and expense, defend any and all suits, actions or other legal binding proceedings which may be brought or instituted against any sponsor or any such claim, demand or cause of action, and the Volunteer shall pay for any and all damaged or loss to the property of any Sponsor due to such loss or theft of such property, done or caused by your volunteering, its officers, employees, guests, patrons, and invitees.

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Volunteer Name/PERSON

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Signature/DATE

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Home Address

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Phone Number

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Email Address