



WAIVER, RELEASE AND ASSUMPTION OF RISK CONSENT AND WAIVER FOR USE OF SOUND RECORDING, IMAGE AND LIKENESS

**IN CONSIDERATION of being granted a position as an entrant and/or permission to participate in the City of Pleasanton Hometown Holiday Celebration Parade and Tree Lighting (the "Parade"),
the undersigned agrees and states as follows:**

1. I, the undersigned, understand that I am responsible for understanding and complying with all parade regulations and instructions and that I am responsible for informing all persons involved with my Parade entry of this information.
2. I, the undersigned, am aware of and understand the inherent risks, hazards and dangers associated with parade participation and voluntarily elect to enter and/or participate in the Parade on the terms, conditions, and covenants set forth herein. I also understand the inherent risks associated with inviting and allowing other individuals to participate in my Parade entry, that all other individuals who are associated with my entry at any time are doing so upon my invitation and permission, and that I, and not the City, am ultimately responsible for their actions and safety.
3. With a full understanding of the foregoing, I voluntarily elect to participate in the Parade and assume all risks and waive and release City and its officers, employees, and agents from any claims or liability for personal injury (including death) or property damage arising from or connected with participation in the Parade, even if the liability may arise out of negligence or carelessness of the City or its officers, employees and agents.
4. I further agree to hold harmless, indemnify and defend the City and its officers, employees and agents, who through negligence or carelessness might otherwise be liable to me (or my heirs or assigns). In the event of injury or illness, I consent to and agree to be responsible for costs for transportation to a medical facility and whatever examination, procedure, or treatment considered necessary by the medical personnel. This assumption of risk, release, and hold harmless is binding on my heirs, dependents, executors, administrators, and assigns.
5. I agree to abide by any rules and regulations for the activity and will ensure any individual participating in my Parade entry will do the same. I give consent to the City of Pleasanton to photograph or video the participant for any legitimate purpose by the City or sponsors of this activity.
6. I certify that I am legally licensed to operate my vehicle and always carry liability insurance for my vehicle as required by California law and that I will ensure any driver and vehicle associated with my Parade entry have valid licenses/registrations and insurance. I will also ensure that any person handling any animal, motorized vehicle, apparatus, device, firearm, or other thing in the Parade is sufficiently experienced in doing so that the life, limb, or property of self and others will not be exposed to unreasonable risk of harm.
7. I warrant that the state of my physical health, and that of the individuals I allow to participate in my Parade entry, will be sufficiently sound on the day of the Parade to permit such person to safely participate.
8. I also understand that any photos, videos, or recordings taken of me, my family members, or my entry participants at this public event may be used for Parade or City purposes, including, but not limited to: websites, print brochures, or newspaper advertising.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS GENERAL LIABILITY RELEASE AND WAIVER IN ITS ENTIRETY AND VOLUNTARILY SIGNS SAME, without reliance on any representations, statements, or inducements, express or implied, made by any party whomsoever.

Organization/Business: _____

Printed Name of Representative: _____

Signature of Representative: _____ Date: _____