

Waiver, Release, Hold Harmless, Agreement Not to Sue and Indemnification

I, _____, (“individual”) [on behalf of _____ (“organization”), and as a bona fide agent of organization duly authorized to execute this Waiver, Release, Hold Harmless, Agreement Not to Sue and Indemnification agreement (“Agreement”) on behalf of organization] (individual and organization hereinafter referred to as “Performer,” and the term “Performer” includes Performer’s officers, officials, employees, agents and volunteers) seek acceptance by the City of Carson of an application to participate in _____ (“Event”) on _____ (“Date”).

Performer understands that accidents and injuries can arise out of the Event; knowing the risks, nevertheless, and in consideration of the acceptance of an application 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 Carson, 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 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.

Signed: _____

NAME: _____

ORGANIZATION: _____

Date: _____