



## WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to participate in (2024 Delta Dog Day, UNLEASHED), sponsored by the **Animal Protection League**.

THE UNDERSIGNED PARTICIPANTS:

1. HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Animal Protection League, its officers and members, along with any other sponsors, including Tower Park Marina, Smith's Landing, The Sugar Barge, Garlic Brothers, Orwood Resort, Tiki Lagoon/Turner Cut and Windmill Cove and all of its holdings, and owners and lessees of premises used to conduct the event and each of them, their officers and employees, the dealers, officers, directors, management, officials, and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owners, officials, promoters, sponsors, and advertisers, all for the purpose herein referred to as "releases," from all liability to the undersigned, their representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands, therefore, on account of injury to the person or property or resulting in the death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned participates in the event, whether as a driver or a passenger.
2. HEREBY AGREE TO DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS the releases from any claim for or relating to loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the event and whether caused by the negligence of the releases or otherwise.
3. THE UNDERSIGNED PARTICIPANTS agree that while participating in this event, the use of alcohol or any substance that affects the ability to operate or control their vehicle or may be considered as hazardous to the health and safety of participants and spectators is strictly forbidden.

Initial \_\_\_\_\_

4. THE UNDERSIGNED AGREES that they will not use or operate any vehicle in violation or contravention of any City, County, State, or Federal laws, statutes, ordinances, or regulations and shall be personally liable for all fines and penalties for traffic law violations.

5. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE OR ANY OTHER DAMAGE that may result from participation in the event, whether due to the negligence of releasees or otherwise.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the preceding agreement to defend, release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by California State law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNED THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT has had the opportunity to consult with independent counsel, and further agrees that no oral representations, statements, or inducements apart from the foregoing the written agreement has been made.

I understand and accept that in the course of my attendance at and participation in the Event, Film or Photographs may be taken, or illustrations may be made of me and my personal property (including my Boat/Truck/Trailer). I acknowledge and agree that such film/photographs, and illustrations may be used in any medium by the Animal Protection League and all its related entities and agencies for advertising and promotional purposes in any medium, without compensation to me.

Any dispute that may arise out of this agreement is subject to an exclusive venue in San Joaquin County, California, and shall be construed according to the laws thereof.

Signing below acknowledges complete reading, understanding, and agreement with this 2-page Waiver of Liability Agreement.

Your Boat Captain: \_\_\_\_\_ Phone \_\_\_\_\_

Your Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_