City of El Centro Community Services Department Trunk or Treat Special Event Registration Form October 20, 2023



Agency/ Club:		
Contact Person:		
Phone #:		
Email:		
Number of Vehicles:	Type of Vehicles:	

Assumption of Risk

On behalf of myself, I fully understand that our participation in the City of El Centro's Trunk or Treat event exposes us to the risk of personal injury, death, illnesses, viruses, or property damage. <u>Each person specifically understands that participation in the Trunk or Treat event and related activities involves both known and unknown risks including, but not limited to physical injury from falling, slipping or colliding, emotional injury, paralysis, permanent disability, communicable disease or death to any participant. Each of us hereby acknowledges that we voluntarily are participating in the Trunk or Treat event and in consideration of that use assumes any and all such risks from such participation. Each person also understands there may not be personnel available for assistance.</u>

Violation of Terms

I understand and agree that if I fail to comply with any of the terms and conditions set forth herein Community Services Department staff may terminate access to the program.

Media Release Agreement

City of El Centro has my permission, (both during and any time after), to use likeness, name, voice, pictures, words in either television, radio, films, newspaper, magazines and other media, and in any form, for the purpose of advertising or communication the purposes and activities of City of El Centro Community Services Department.

Miscellaneous

I acknowledge and agree that this Agreement and Waiver and Release of Liability is binding upon my heirs, assigns and legal representatives. I agree that this Agreement and Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement and Waiver and Release of Liability is severable and that if any clause is found invalid, the balance of the Agreement and Waiver and Release of Liability will remain in effect, valid, and enforceable.

Waiver, Release, Hold Harmless, and Agreement Not To Sue

I,_____, fully understand that my participation in (hereinafter "Trunk or Treat") exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in this event and agree to assume any such risks.

Each of us hereby releases, discharges and agrees not to sue the City of El Centro, and their officers, agents, employees, and authorized volunteers (hereinafter the City of El Centro) for any injury, death or damage to or loss of personal property arising out of, or in connection with our participation in the Trunk or Treat event from whatever cause, including the active or passive negligence of the City of El Centro, or of any other participants of the Trunk or Treat event. Each of us understands that as allowed by law, this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the Trunk or Treat event, I, on behalf of myself, hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City of El Centro from any and all claims, demands, actions or suits arising out of or in connection with my/our participation in the Trunk or Treat event.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Signature: