

# Swallow's Day Parade

## Participant Liability Waiver Must Be Signed

### WAIVER, RELEASE, HOLD HARMLESS, AND AGREEMENT NOT TO SUE

I, \_\_\_\_\_ (FULL NAME), fully understand that my participation in the Swallow's Day Parade (hereinafter "event/class") exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

I hereby release, discharge and agree not to sue the Fiesta Association or the City of San Juan Capistrano for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the event/class from whatever cause, including the active or passive negligence of the Fiesta Association or City of San Juan Capistrano or any other participants in the event/class. The parties to this AGREEMENT understand that 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 event/class, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify, defend, and hold harmless the Fiesta Association and the City of San Juan Capistrano from any and all claims, demands actions or suits arising out of or in connection with my participation in the event/class.

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 OF MY OWN FREE WILL.

\_\_\_\_\_  
Date

**Participant Signature / Parent or Guardian** Must Sign Declaration If Participant Is Under Age 18

**DECLARATION** – Signed by Parent or Guardian (If participant is under age 18)

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of Minor. I further declare that I shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims resulting from, incident to, or arising out of Minor's participation in the event/class, any and all risks assumed by Minor and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

By: \_\_\_\_\_  
Signature of Parent/Legal Guardian

Name: \_\_\_\_\_  
Printed Name of Parent/Legal Guardian