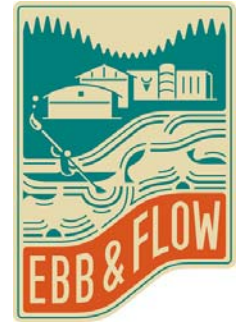


## KINETIC SCULPTURE PARADERS!

### Agreement to Release, Indemnify and Hold the City of Santa Cruz and Arts Council Santa Cruz County Harmless



*The Ebb & Flow River Arts Project is celebrating and enlivening the San Lorenzo River and the Tannery Arts Center through activities that unite arts and river enthusiasts, and connect the greater community. Through Ebb & Flow, together with artists, activists, neighbors, and strangers we're building relationships and energizing the use of the river and the Tannery campus.*

Fill out this form, save it as a PDF, and send it to [ann@artscouncilsc.org](mailto:ann@artscouncilsc.org). **This agreement must be signed and submitted along with your entry form.**

- A. In consideration for the City of Santa Cruz (hereinafter known as "City") agreement to allow Ebb & Flow Kinetic Sculpture Parade participants and/or their staff, cast, crew, and their minor child, and others involved in the event (hereinafter known at "Participant") to use the Facility named as Santa Cruz Riverwalk, and surrounding areas on land and water, hereto, Participant, \_\_\_\_\_, hereby acknowledge and agree on behalf of myself, and/or my minor child, to indemnify and hold harmless the City and Arts Council Santa Cruz County and the City's representatives, officers, agents, employees and volunteers (hereinafter jointly referred to as "Releasees") for all damage, loss, claims, suits or action of any kind of nature whatsoever, including attorney fees brought for or on account of damage to property, or injuries to, or health of any person, resulting or alleged to have resulted directly or indirectly, wholly or partially, from the use of the Facility for the Event or from the conduct of the above referenced Event at the Facility, except for damage caused solely by gross negligence or willful misconduct of the City or Arts Council Santa Cruz County.
- B. Additionally, I hereby agree to indemnify Releasees against and hold Releasees harmless from all damage, loss, claims, suits or action of any kind whatsoever, including attorney fees, which Releasees may sustain or incur, in whole or in part, as a consequence of the negligence or intentional misconduct in the the use of the Facility or the conduct of the above referenced Event and Facility.
- C. In further consideration of the City's agreement to allow use of the above referenced Facility, I hereby agree not to assert any claim against, sue, attach the property of, or prosecute Releasees for injury or damage alleged to have been caused in whole or in part by use of the Facility or the conduct of the Event at the Facility, or any other activity undertaken by me and/or my minor child, at or about the Facility with or without the City's permission, except due to the City's or Arts Council Santa Cruz County's gross negligence or willful misconduct.
- D. Should it become necessary to enforce the terms of this agreement by legal or equitable action or should I breach this agreement, I shall pay reasonable legal costs and attorney fees incurred by the City or Arts Council Santa Cruz County whether in defense of a suit by me or in the prosecution of a suit against me.

I, the undersigned, acknowledge that I have read the foregoing Agreement to Release, Indemnify, and Hold the City of Santa Cruz and Arts Council Santa Cruz County Harmless, have been advised of the potential dangers incidental to engaging in the project activities, and I am fully aware of the legal consequences of signing this agreement.

As indicated by my initials, I hereby give the City of Santa Cruz and Arts Council Santa Cruz County the right to use photographs or videos taken of me and/or of my child while participating in the above activity for reproduction in any medium for purposes of advertising, trade, display, exhibition, or editorial use.

Initials: \_\_\_\_\_



Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE UNDER AGE 18:**

I hereby certify under penalty of perjury that I am the parent and/or legal guardian of \_\_\_\_\_, identified herein as my "child," and I have the authority to execute this agreement. As parent/guardian with legal responsibility for this child, I do voluntarily consent and agree to accept the terms of this agreement for myself, my child, heirs, agents, legal representatives and assigns.

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Age of Child: \_\_\_\_\_

EMERGENCY PHONE #(s): \_\_\_\_\_