

## EXPRESS WAIVER OF LIABILITY

## RELEASE AND INDEMNITY AGREEMENT

(California Form)

In consideration for being allowed to participate in *Love Fullerton* (the "Activity") sponsored by First Evangelical Free Church of Fullerton and OC United, the sponsoring organizations (hereinafter the "Entity") the Undersigned does hereby agree to this express waiver of liability against Entity, and makes the release and Indemnity Agreement with Entity set forth below.

The Undersigned, for themselves, and their personal representatives, assigns, heirs, and next of kin, and each and every one of them:

- Is fully aware of the risks and hazard inherent in engaging or participating in the Activity, including, but not limited to, the possibility of injury, paralysis or death, and voluntarily assumes all risks of loss, damage, injury or death that may be sustained in engaging or participating in the Activity.
- Hereby voluntarily releases, discharges, waives and relinquishes any and all claims, actions, or causes of action for personal injury, property damage, or death each may have against Entity, its directors, officers, members, affiliated entities, subsidiaries, agents, attorneys, employees, representatives, successors, heirs, licensees, assigns and all persons acting in concert and participating with it (hereinafter collectively referred to as "Released Party") occurring or arising as a result of the Undersigned's participation in the Activity of Entity, and any instruction or supervision related to said activity, save and except only those claims due to Entity's fraud or will full injury to persons or property, or violation of law, whether will full or negligent.
- Hereby covenants that this Agreement shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, as well as any known claims, and waives the provisions of Section 1542 of the California Civil Code, and the similar provisions in any other state of the Untied States or the Common Law, which provide:" A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- Hereby agrees to indemnify, defend, save and hold harmless the Released party from any loss, liability, damage, cost or attorneys' fees it may incur due to any action of the Undersigned occurring from or arising in connection with their participation in the Activity of Entity.
- Hereby agrees that if any part of this Agreement for any reason is held by a Court or Arbitration Panel of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.
- Hereby agrees that any dispute or claim hereunder shall be resolved exclusively by arbitration under the current Commercial rules of the American Arbitration Association in Orange County, California; the undersigned waives and any all rights to a jury trial in connection with any dispute or matter arising here under.

Hereby acknowledges that participation in the Activity constitutes approval to be videoed and photographed and for those videos or photographs to be used in the Entity and/or its Released Party's-related publications and website(s) without compensation therefore.

The Undersigned hereby warrants that the foregoing statements are true and correct and that the Undersigned understands that the Entity has relied upon such warranties in entering into this Agreement, and making the premises available for use by the Undersigned.

No oral representations, statements, or inducements have been made by or between the parties to this Agreement with respect to the subject matter of this agreement, apart from the matters set forth within this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN EXPRESS WAIVER OF LIABILITY AND A RELEASE AND INDEMNITY AGREEMENT BETWEEN MYSELF AND ENTITY, AND AGREE TO IT WITH MY OWN FREE WILL.

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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