
LIABILITY WAIVER AND RELEASE AGREEMENT

By purchasing a ticket, I agree to participate in the 23rd Annual *Art Walk & Wine Tasting* herein Event, a program sponsored by Art Alliance of Idyllwild, Inc., a nonprofit, educational tax -exempt California Corporation on October 9, 2021.

I and any Minor with whom I agree to participate with in said Event wish to voluntarily participate in the subject Event. I certify that I have the legal authority to agree to this Liability Waiver and Release Agreement on my own behalf and on behalf of any Minor(s).

The undersigned recognizes that Art Alliance of Idyllwild, Inc. has not undertaken any duty or responsibility for his or her safety and the undersigned agrees to assume the full responsibility for all risk of bodily injury, death, disability, and property damage because of participating in the Event. The undersigned recognizes that these risks include all possible personal or property damage I (we) may suffer.

On behalf of myself and the Minor, I hereby **RELEASE, WAIVE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE** Art Alliance of Idyllwild, Inc., its directors, managers, officers, employees, agents, shareholders, members, partners, volunteers, insurers, attorneys, advisors, accountants, parent, affiliates, successors, and assigns (hereinafter collectively "Releasees") **FOR ANY AND ALL DAMAGES, COSTS, LOSSES, EXPENSES, DEMANDS, CLAIMS, OR CAUSES OF ACTION** for any bodily injury (including, but not limited to, minor injuries such as scratches, bruises, and/or sprains; major injuries such as fractures, internal injuries, joint or back injuries, heart attacks, and/or concussions; or catastrophic injuries such as paralysis or death), property damage, emotional distress, or loss of society that is caused, whether directly, indirectly, or consequentially, including as a result of **NEGLIGENCE**, by any of the Releasees and that relates to or arises out of my(our) participation in the subject Event.

I understand such negligence could include the Releasees' failure to use reasonable care in, without limitation, selecting, training, or supervising vendors, employees, or volunteers; selecting, approving, or maintaining safety procedures or equipment; providing instructions on the use or selection of equipment; providing other instructions; or providing first aid or emergency medical care.

By purchasing a ticket, I hereby state that I understand the risks involved in participating in the subject Event and willingly and voluntarily accept these risks. I hereby surrender any right to seek reimbursement from Art Alliance of Idyllwild, Inc. and its directors, officers, employees, volunteers, and other agents for all injury sustained, and liability incurred during my participation in the activity described above. By my signature, I warrant that I am not relying on any oral representations, statements, or inducement apart from the statements made on this form.

I agree that if any portion of this waiver agreement is held invalid, the balance shall continue in full legal effect.

By purchasing a ticket, I'm legally agreeing to the above terms and conditions and confirm that I have read, understand, and consent to the terms of this Liability Waiver and Release Agreement.

When you attend an Art Alliance of Idyllwild event, you enter an area where photography, interviews, and audio and video recording may occur. By attending this event, you consent to these activities and the use of these materials for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites or publications, in exhibits, or for any other marketing purpose by the Art Alliance of Idyllwild. You release the Art Alliance of Idyllwild, its representatives and volunteers, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication of interviews, photographs, computer images, video and/or sound recordings.

You also waive all rights to any claims for payment or royalties in connection with these news and promotional activities regardless of the purpose or sponsoring of such activities, and irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by the Art Alliance or the person or entity designated to do so by the organization.

You have been fully informed of your consent, waiver of liability, and release before entering the event.