



CYPRESS COMMUNITY FESTIVAL



Waiver Release and Indemnity Agreement

I hereby agree on behalf of myself and my spouse parents, children, family, employees, agents, heirs, estate, executors, company or other entity, of any form or type, representatives, administrators, insurers, successors and assigns, distributees, guardians and/or other legal representative (collectively the "Releasing Parties") to fully release, discharge and to not make any claim against, file a lawsuit against, attach the property of, or prosecute the City of Cypress, the Cypress Community Festival Association, Cypress Recreation and Park District and/or the cypress chamber of commerce (collectively the "Released Parties") and/or either of their employees, officers, elected and appointed officials, volunteers, boards, departments, agents, contractors and/or anyone else acting on their behalf for any and all claims, causes of action, including, but not limited to, emotional distress, bodily injury, death, or property damage arising out of any actions by any of the Released Parties' employees, officers, elected and appointed officials, volunteers, boards, departments, agents, contractors and/or anyone else acting on the Released Parties' behalf in connection with the cypress community Festival (the "Festival"). **I UNDERSTAND THIS RELEASE SHALL BE EFFECTIVE EVEN IF THE LOSS, DAMAGE OR INJURY WAS NOT FORESEEABLE OR RESULTS, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OF THE RELEASED PARTIES AND/OR ANY OF THE ABOVE PERSONS.**

I further understand that my participation in certain activities during the Festival could involve the risk of serious injury and even death, and I agree to assume any and all risk of serious injury or death in participating in those activities. In case of accident or other emergency, personnel of the Released Parties and/or their agents, are hereby authorized to secure medical care deemed necessary by them, as a result of that accident or injury, for me at my cost and expense. I further agree to indemnify and defend the Released Parties and/or their employees, officers, elected and appointed officials, volunteers, boards, departments, agents, contractors and/or anyone else acting on their behalf and to pay for any and all costs incurred (including, but not limited to, medical treatment, pain and suffering, emotional distress, any settlement paid or judgment, legal costs and/or attorneys' fees) as a result of any and all claims of any nature alleged because of either my and/or the Releasing Parties' conduct at the Festival. I also consent to the use of activity/event photography and/or video taping of me and the display of those pictures of me for promotional use, including on the Internet sites of the City of Cypress, the Cypress Community Festival Association and/or the Cypress Chamber of Commerce.

By signing below, I acknowledge and represent that **I HAVE READ THIS AGREEMENT CAREFULLY, I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.** No oral representations, statements or inducements, apart from this written agreement, have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect.

If signing for a company/entity, the person executing this agreement on behalf of that party represents and warrants that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this agreement on behalf of said party and to bind that party, including its members, agents and assigns, (iii) by so executing this agreement, such party is formally bound to the provisions of this agreement, and (iv) the entering into this agreement does not violate any provision of any other agreement to which said party is bound.

Print Name: _____ Company Entity Name: _____

Signature: _____ Date: _____

THIS AGREEMENT MUST BE SIGNED BY ALL FESTIVAL VENDORS