

City of Plymouth Event Waiver

I acknowledge that my participation in this event could involve risk of physical injury or damage to property related to the use, misuse of equipment or premises, the actions or inactions of other participants in the activities, the conditions under which the activities take place, or the negligence of others, and that I fully accept and assume all such risks and dangers, and all responsibilities for losses, costs and damages incurred as a result of my participation. I hereby assert that I am in sufficiently sound health and that I have no health condition, illness, or communicable disease that may make my participating injurious to me or others. If I should develop any such condition, illness or disease during the term of activities, I promise to discontinue participation until I have received an appropriate medical release from my doctor.

The City of Plymouth is following CDC and Amador County Health Department guidelines to reduce the spread of COVID-19; however, the City cannot guarantee that you will not become infected with COVID-19. Your participation in the **2023 Harvest Fest** could increase your risk of contracting COVID-19 and by registering for the event you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you and others in your party may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You also agree that you and others in your party will follow Amador County Health Department guidelines while participating in this event.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE CITY OF PLYMOUTH, ITS EMPLOYEES, AGENTS, VOLUNTEERS, INDEPENDENT CONTRACTORS, OFFICERS, ASSIGNS AND SUCCESSORS) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES, SUSTAINED BY ME, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, LIABILITY OR DAMAGE, OR ANY OTHER COST THAT MAY OCCUR AS THE RESULT OF SUCH A CLAIM.

Finally, I further agree that photographs which depict my participation in the program may be used for program publicity and for other uses consistent with the law without any further written agreement or authorization.

_____ Printed Name

_____ Signature

_____ Date

_____ Phone

_____ Activity Participation

_____ Name of Minor if Participating