

Event: _____ Date: _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

WAIVER NUMBER: _____

Because of the risks of serious injury, death and property damage resulting from the use of heavy equipment, all-terrain recreational vehicles (ATV's), golf carts and mopeds (collectively "Vehicles") on the Salinas Sports Complex property ("Property"), the California Rodeo Association, a California non-profit corporation ("Rodeo") requires that all operators of Vehicles on the Property acknowledge and assume all the risks of operating such Vehicles by signing this Release and Waiver of Liability and Indemnity Agreement ("Agreement").

In consideration of being permitted to operate Vehicles on the Property, and to induce the Rodeo to permit such use of Vehicles on the Property, the undersigned executes this Agreement and hereby states and agrees as follows:

1. **RISK OF ACCIDENTS.** I am aware of the risks of injury and death inherent in operating said Vehicles. I hereby acknowledge, accept and assume all risks associated with operating such Vehicles on the Property.

2. **AND VEHICLE OPERATION POLICY.** I hereby acknowledge that I have received a copy of the Rodeo's heavy equipment, all-terrain vehicle, golf cart and moped Rules ("Vehicle Operation Policy"). I agree to abide by and comply with the provisions of the Vehicle Operation Policy at all times while operating Vehicles on the Property.

3. **RELEASE AND WAIVER.** I HEREBY RELEASE, WAIVE AND DISCHARGE THE CITY OF SALINAS ("CITY"), AND ITS OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, AND RODEO, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, COMMITTEE MEMBERS, SPONSORS, REPRESENTATIVES AND AGENTS, AND ALL OTHER PERSONS OR ENTITIES ACTING ON THEIR BEHALF, (COLLECTIVELY REFERRED TO AS "RELEASEES") FROM, AND HEREBY WAIVE ANY AND ALL CLAIMS AND POTENTIAL CLAIMS, ACTIONS, OR DEMANDS THAT I, OR ANYONE ON MY BEHALF DUE TO MY INJURY OR DEATH, NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST RELEASEES, FOR DAMAGES, FOR DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO OR ARISING OUT OF MY OPERATION OF VEHICLES ON THE PROPERTY, INCLUDING DRIVING, RIDING IN, OR OCCUPYING SUCH VEHICLES.

The release and waiver of liability and assumption of risk provided in this Agreement is intended by me to: (i) release and discharge, in advance, Releasees from and against any and all liability arising out of or in any way connected to my use of Vehicles on the Property, even though that liability may arise out of the negligence or carelessness on the part of Releasees; (ii) be construed as broadly and inclusively as permitted by the laws of the State of California, and (iii) act as a complete waiver of all such claims that I may have against Releasees. In addition, I agree that if any portion of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.

4. AGREEMENT NOT TO SUE. I hereby promise and agree not to sue or make any demand or claim against the City or Rodeo for any loss, damage, injury or death related to or arising out of my operation of Vehicles on the Property, including driving, riding in or occupying such vehicles.

5. INDEMNIFICATION. I promise and agree to indemnify, defend and hold Releasees harmless from and against any and all claims, losses, liabilities, causes of action, obligations, judgments or damages, including reasonable attorneys' fees and all costs of litigation related to or arising out of my performance of my obligations under this Agreement or the operation of Vehicles on the Property, including Releasees' active or passive negligence, except for such loss or damage arising from the gross negligence or willful misconduct of Releasees. In the event City, Rodeo or any Releasees is made a party to any action, lawsuit, or other adversarial proceeding arising out of my operation of Vehicles on the Property or from my performance under this Agreement, I shall provide a defense to the such party or, at such party's option, reimburse its costs of defense, including all costs and reasonable attorneys' fees incurred in the defense of the action, lawsuit or other adversarial proceeding.

6. BINDING ON HEIRS, EXECUTORS AND ASSIGNS. Because I fully understand the risks of operating Vehicles on the Property, I not only assume those risks for myself and agree to release and hold harmless the Releasees as set forth herein, but I also do so on behalf of my heirs, executors, successors and assigns. I further understand and agree that my waiver, release and assumption of risk, and my promise not to sue and to indemnify as set forth in this Agreement, is, and shall be, binding upon my heirs, executors, successors and assigns.

I HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREE TO THIS AGREEMENT AND FULLY UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP LEGAL RIGHTS AND REMEDIES AVAILABLE TO ME AND I AM DOING SO VOLUNTARILY.

Date Signed: _____

Signature of Operator: _____

Printed Name of Operator: _____

Driver's License No. (and State): _____

Operator Phone No.: _____

Committee Chairman (if applicable): _____

Vehicle Permit No.: _____