

Anaheim Arts Council

Waiver and Permission Form

(Adult and Minor)

Volunteer Information

First Name: _____ M.I. _____ Last Name: _____

Address: _____ City/State/Zip Code: _____

Date of Birth _____ Gender (M,F) _____ Emergency Phone Number: _____

Event Information

Name of Event: Art and Food Festival Date(s): April 22, 2012

Name of Benefited Charity: ANAHEIM ARTS COUNCIL

Please Read Carefully Before Signing Adult = age 18 years or older; Minor = younger than age 18 years

In consideration of my and/or my child or ward's participation as a volunteer for the Event referenced above benefiting the Charitable Organization described above, and any related activities (collectively, the "Event"), wherever the Event may occur, I agree to assume all risks incidental to such participation (which risks may include, among other things, muscle injuries and broken bones). On my own and/or my child or ward's behalf, and on behalf of my and/or my child or ward's heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any child or ward's participation in the Event and/or any such activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, all attorneys' fees, costs of court, and the costs and expenses of other professionals, and disbursements up through and including any appeal. I understand that this release and indemnity includes, but is not limited to, any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after such participation. I declare that I and (if participating) my child or ward are physically fit and have the skill level required to participate in the Event and/or any such activities. I further authorize medical treatment for me and/or my child or ward, at my cost, if the need arises. For the purposes hereof, the "Released Parties" are Anaheim Arts Council, City of Anaheim, Nederlander-Grove LLC, and Aramark Corporation and their respective parent, subsidiary, affiliated or related companies; all Event sponsors or charities, and each of their respective parent, subsidiary, affiliated or related companies; and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns and volunteers of each of the foregoing entities.

I also acknowledge that at all times I am, or my child or ward is, acting as a volunteer in order to benefit the Charitable Organization and that I am, or my child or ward is, not acting as an employee of, and do not expect to receive compensation from, any of the above Released Parties. Therefore, I or my child or ward shall not be entitled to participate in, or to receive any benefits from, any employee benefit or welfare plans maintained by any of the above Released Parties.

I further grant the Released Parties the right to photograph and/or videotape me and/or my child or ward and further to display, use and/or otherwise exploit my and/or my child's or ward's name, face, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online webcasts, television, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, without compensation, reservation or limitation. The Released Parties are, however under no obligation to exercise any rights granted herein.

This Waiver and Permission Form shall be governed by the codified and common laws of the State of California, and any legal action relating to or arising out of this Waiver and Permission Form shall be commenced exclusively in the Superior Court in and for Orange County, California; (or if the Superior Court shall not have jurisdiction over the subject matter thereof, then to the United States District Court for the Central District of California; or, if neither of such courts shall have jurisdiction, then to such other court sitting in Orange County, California, having subject matter jurisdiction), and I specifically waive the right to trial by jury. I certify that I am eighteen (18) years of age or older and, if I am executing this Waiver and Permission Form on behalf of my child or ward, the information set forth above pertaining to my child or ward is true and complete.

Date

Signature of Volunteer (if over 18) or
Parent or Guardian (if Volunteer is under 18)

Print Name of Volunteer (if 18 or over) or
Parent or Guardian (if Volunteer is under 18)