

**CITY OF SAN DIEGO**

**ACKNOWLEDGMENT, WAIVER, AND RELEASE FROM LIABILITY**

PLEASE CAREFULLY READ THE FOLLOWING ACKNOWLEDGEMENT, WAIVER, AND RELEASE FROM LIABILITY (“Acknowledgment, Waiver, and Release”) BEFORE SIGNING

For and in consideration of the participation of \_\_\_\_\_ (print name of participant) in the Flavors Around the World program Starting January 19<sup>th</sup> 2022 and taking place on the third Thursday of each month until January 2023, I agree that:

1. My participation in the Event and related activities is voluntary and I freely choose to participate;
2. I acknowledge that participation in the Event and related activities involves inherent risks that may include the risk of allergic reaction, injury, illness, death, and other loss, including property damage;
3. I certify that I am in good health, in proper physical condition, and have not been advised against participation by a qualified health professional;
4. I acknowledge and understand that the willingness of the City of San Diego (“City”) and the various sponsors, organizers and administrators of the Event and related activities (collectively, the “Organizers”) to permit my participation in the Event and related activities is expressly conditioned on my execution and delivery of this Acknowledgment, Waiver, and Release, and I further acknowledge that the City and Organizers will rely upon the statements made by me herein.
5. I hereby expressly assume and accept all risks associated with my participation in the Event and related activities, including, but not limited to: allergic reaction, illness, bodily injury, death, and other loss, including property damage, caused by, arising from, or related to any circumstance, condition, or activity at the Event, including, but not limited to, use of sharp objects, handling food, consuming food, operating equipment, hazardous conditions, and other participants; all such risks being understood and appreciated by me; and I further acknowledge that these risks include risks that may be the result of the negligence of the City and Organizers or of other persons or entities;

6. I acknowledge that I must exhibit appropriate behavior at all times, demonstrate respect for all individuals and equipment, and participate with a cooperative and positive attitude;
7. I acknowledge that I may be disqualified from participating in the Event and related activities and asked to leave the Event and related activities due to behavioral issues, and agree that I will abide by any decision of an Event, or related activities, official regarding my ability to participate;
8. I understand and agree that the City and Organizers are not responsible for any personal items or property lost or stolen during the Event and related activities;
9. Understanding that my participation in the Event and related activities could involve potential risks of harm, not limited to those specified above, I HEREBY WAIVE, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE CITY OF SAN DIEGO, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND VOLUNTEERS, AND THE ORGANIZERS (“RELEASED PARTIES”) FROM ANY AND ALL CLAIMS, OBLIGATIONS, LIABILITIES, CAUSES OF ACTION, SUITS, DAMAGES, JUDGMENTS, LOSSES, DEMANDS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) OF ANY KIND AND WHETHER OR NOT SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ANY OTHER PERSON OR ENTITY (“CLAIMS”) WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE TO, WHETHER DIRECTLY OR INDIRECTLY, MY PARTICIPATION IN THE EVENT AND RELATED ACTIVITIES, except injury or loss which results from the sole gross negligence or willful or wanton misconduct of one of the RELEASED PARTIES;
10. I FURTHER COVENANT AND AGREE NOT TO SUE THE CITY OF SAN DIEGO FOR ANY CLAIMS THAT I HAVE RELEASED, WAIVED, OR DISCHARGED IN THIS ACKNOWLEDGMENT, WAIVER, AND RELEASE; AND I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SAN DIEGO, ITS OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, AND VOLUNTEERS, AND THE ORGANIZERS FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITY INCURRED as a result of or in any manner, directly or indirectly, related to my participation in this Event and related activities.
11. I hereby irrevocably grant permission to be photographed, videotaped, or recorded for publicity purposes and grant permission to the City of San Diego and Organizers to use my name and likeness relating to my participation in the Event and related activities, and I waive all claims of compensation to which I may otherwise be entitled.

**I HEREBY CERTIFY THAT I AM EIGHTEEN (18) YEARS OR OLDER AND THAT I HAVE READ THIS WAIVER AND RELEASE, AND I UNDERSTAND ITS CONTENT.**

\_\_\_\_\_  
Participant (Print Name)                      Signature                      Date

**MINOR**

I \_\_\_\_\_ (print name of parent or legal guardian) am the parent or legal guardian of \_\_\_\_\_ (print participating minor's name) ("Minor") and hereby execute this Acknowledgment, Waiver, and Release for and on behalf of the Minor. I affirm that the Minor is 12-17 years old. As the parent or legal guardian of the Minor, I represent that I have the legal capacity and authority to act for and on behalf of the Minor and agree to indemnify and hold harmless the City of San Diego, its officers, directors, representatives, employees, agents, and volunteers, and Organizers from any CLAIMS resulting from this representation.

**I, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN, AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

I acknowledge by my signature that I have read and understand the terms that are set forth in this agreement. I have entered into this agreement freely and without duress.

\_\_\_\_\_  
Parent or Legal Guardian (Print Name)                      Signature                      Date

\*\* An Acknowledgment, Waiver, and Release for a minor will only be accepted with a parent or legal guardian's signature.

**AUTHORIZATION FOR MEDICAL TREATMENT OF A MINOR**

I, the undersigned parent or legal guardian, understand and agree that the City of San Diego does not provide medical coverage for the Minor, and I WILL BE RESPONSIBLE FOR ANY MEDICAL COSTS INCURRED as a result of the Minor's participation in the Event or related activities.

In accordance with California Family Code section 6910, I give authorization to a physician or surgeon, licensed under the provisions of the Medical Practice Act, for \_\_\_\_\_

\_\_\_\_\_ (print Minor's name) to receive care and emergency medical treatment when necessary.

\_\_\_\_\_  
Parent or Legal Guardian (Print Name)      Signature      Date

**EMERGENCY CONTACT INFORMATION**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone No. \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone No. \_\_\_\_\_



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