2019 Clear the Air Film Fest - Event Participant Waiver

WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

WAIVER-AND-RELEASE: In consideration of the acceptance of my application for entry in the Clear The Air Film Fest (hereafter referred to as “Event”), the undersigned Participant or Parent/Legal Guardian of Participant (if Participant is under age 18) (hereafter referred to as “I”, “me”, or “my”) hereby waives and releases any and all claims for damages for death, personal injury or property damage that may in any way result from my participation in the Event, including all Event-related transportation. By this release, I intend to discharge in advance Breathe California and its agents, partners, employees and directors; the Event sponsors, participants and volunteers; anyone contributing services to the Event; the municipalities and counties at which the Event will take place; any other person connected with the Event, and each such person’s or entity’s respective agents, employees, heirs, executors, successors, administrators and assigns (collectively, the “Releasees”), from any and all liability arising out Releasees’ acts and/or negligence connected in any way with the Event. I hereby acknowledge that Breathe California and its state and local affiliates will not be liable for medical or legal expenses, lost wages, pain, distress, property damage, or any other damages arising directly or indirectly from my participation in the Event.

Assumption of Risk: I am aware that participating in the Event involves travel to the Event location. I am voluntarily participating in these activities with knowledge of the dangers involved and hereby agree to accept and assume any and all risks associated with or arising out of such travel.

Indemnity Agreement: I further hereby agree to indemnify and hold the Releasees harmless from any and all claims, suits, liability, injuries, losses and damages to the person or property of any individual or entity arising out of my participation at the Event.

I understand and agree that this waiver, release, assumption of risk and indemnity agreement binds my heirs, dependents and assigns. I therefore waive the provisions of California Civil Code section 1542, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

The naming of any parties in this release is not intended to imply that such parties are joint venturers or have any right to control Event participants.

I hereby warrant that I am of legal age and competent to enter this agreement and fully understand its contents. I hereby agree to assume those risks and to release all of the persons and entities mentioned above who might otherwise be liable to me or my heirs, dependents or assigns, for damages. I am aware that this is a release of liability and indemnity agreement and a contract between Breathe California and myself and sign it of my own free will. This Waiver and Release shall be governed by the laws of the State of California.
2019 Clear the Air Film Fest - Event Participant Waiver

I (we) give Breathe California full permission for use of my (our) name(s), photograph(s), film, video, and the content of any interviews conducted in connection with the Event for the purpose of promoting Breathe California and its programs through electronic and print media.

I (we) have read and agree to the Official Rules of the 2019 Clear the Air Film Fest.

I (we) understand that at least one member of my (our) film crew must be present at the Clear the Air Film Fest on Saturday, March 16, 2019, in order for my (our) film/PSA to be screened and considered for this competition.

In an effort not to support the tobacco industry, I (we) declare that we have not purchased tobacco products for the making of this film/PSA.

(Information provided below may be used to contact student filmmakers/guardians with questions about the films or to notify them of important updates about the screening)

PARTICIPANT NAME (print): _________________________________

PARTICIPANT PHONE: ______________________________________

PARTICIPANT EMAIL:  ______________________________________

PARTICIPANT SIGNATURE: _______________________________

DATE: _________________

LEGAL GUARDIAN’S CONTACT INFORMATION (REQUERD IF UNDER 18):

GUARDIAN’S NAME (print): _________________________________

GUARDIAN’S PHONE: ______________________________________

GUARDIAN’S EMAIL:  ______________________________________

LEGAL GUARDIAN’S SIGNATURE: ____________________________

DATE: _________________