



**RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In consideration of my and/or my child’s voluntary participation in the following activity: **Autism Day BBQ- Livingston, September 4, 2022**. I, the undersigned, for myself, my heirs, personal representatives or assigns, hereby release Carlos Vieira Foundation, 51FIFTY Enterprises, Yamato Colony School, and each of its directors, officers, affiliated companies, employees, volunteers, representatives, agents, event holders, event sponsors, event directors, event organizers, event volunteers, and event officials (“Releasees”), from liability for any and all claims including negligence of the Releasees, resulting in personal injury, accident or illness (including death) and/or property loss arising from, but not limited to, participation in the Activity. I expressly waive any and all rights I may have under 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor” **Initials**\_\_\_\_\_.

I also acknowledge the Activity carries with it the inherent risks of property loss or serious injury, including death, regardless of the care taken to avoid such losses or injuries. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, and actions of other people including but not limited to, participants, volunteers, spectators, event officials, and event monitors, the organizer of the Activity, and/or lack of hydration. I acknowledge that my participation is voluntary and that I knowingly assume all of the risks of my/my child participating and/or volunteering in the Activity. I acknowledge this form will govern my actions and responsibilities at the Activity **Initials**\_\_\_\_\_.

I also agree to indemnify and hold harmless the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees as a result of my/my child’s involvement in the Activity and to reimburse the Releasees for such expenses.

I understand I may be photographed at this activity. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by Carlos Vieira Foundation, 51FIFTY Enterprises, and other sponsors, organizers and/or assigns **Initials**\_\_\_\_\_.

**I have read this Release, Assumption of Risk and Indemnity Agreement and fully understand its terms. I understand I am giving up substantial rights for myself/my child/children, including the right to sue. I am signing this Agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

Print Name\_\_\_\_\_ Signature\_\_\_\_\_ Date\_\_\_\_\_

Address\_\_\_\_\_ City\_\_\_\_\_ Zip\_\_\_\_\_

Phone\_\_\_\_\_ Email\_\_\_\_\_ Emergency\_\_\_\_\_

Contact\_\_\_\_\_ Phone\_\_\_\_\_

**PARENT OR GUARDIAN FOR MINORS (UNDER 18 YEARS OF AGE):**

By registering my child/children, I am executing this waiver on his/her behalf. I, the parent/guardian, represents that I am, in fact, acting in such capacity and agree to indemnify and hold harmless the Releasees from claims, actions, suits, procedures, costs, expenses, damages and liabilities which may be imposed because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

I am signing as (please circle):      Parent                  Guardian                  Volunteer

Signature\_\_\_\_\_ Date\_\_\_\_\_