



Idyllwild Earth Fair 2025
EXHIBITOR, ENTERTAINER,
VOLUNTEER



RELEASE, WAIVER & INDEMNITY AGREEMENT

I _____ request to volunteer my services to the Mountain Communities Fire Safe Council and the Idyllwild Earth Fair Committee ("Presenters") as part of its Earth Fair Program ("Program"). I hereby acknowledge, understand and agree that by participating in the Program, including entering and using the premises and facilities; using equipment, materials, and other assets of the Presenters; receiving assistance, training, guidance or instruction from the members or Board of the Presenter, I may be exposed to risks of damage to my person or property, including but not limited to, illness, injury to my person or personal property, accident or death. I understand, acknowledge and agree that such damage may be caused, either directly or indirectly, in whole or in part, by my participation in the Program.

I HEREBY AGREE that I am fully aware of the risks and hazards inherent in participating in the Program, and I agree to accept and assume full responsibility for any and all risks of damage, injury, illness or death resulting to me or my property while participating in the Program. _____ (Initial)

I HEREBY AGREE, in consideration for Presenters allowing me to participate in the Program, that I, my personal representatives, heirs, next-of-kin and assigns (collectively the "Releasors") hereby release, waive, discharge and covenant not to sue the Presenters and its officials, officers, employees, volunteers, members and agents from and for any and all liability for any loss or damage to me or the other Releasors, and from and for any claim or demands therefore on account of injury to the person or property of me or the other Releasors, including illness and death, whether caused by the negligence of me or the other Releasors or otherwise while I participate in the Program, whether the risks are known or unknown to me. _____ (Initial)

I HEREBY AGREE to defend, indemnify, save and hold free and harmless the Presenters and its officials, officers, employees, volunteers, members and agents from any and all liability from loss, damage, cost or injury, including wrongful death, to any property or persons, including third parties, in any manner arising out of or incident to any acts, omissions or willful misconduct of me while I participate in the Program, including without limitation the payment of attorneys' fees. Further, I shall defend at my own expense, including attorneys' fees, the Presenters and its officials, officers, employees, volunteers, members and agents in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct. _____ (Initial)

I HEREBY AGREE that I shall not be considered an employee of the Presenters for any purpose, including, but not limited to, retirement benefits, health benefits, seniority, sick leave and vacation leave. _____ (Initial)

I HEREBY AGREE that this release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held

invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
_____ (Initial)

I HEREBY AGREE that I have read and voluntarily sign this release, waiver and indemnity agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made. _____ (Initial)

I HEREBY AGREE that this release, waiver and indemnity agreement shall be binding on me and my personal representatives, heirs, assigns and next-of-kin. _____ (Initial)

I HEREBY AGREE and acknowledge that I will use my best judgment in undertaking all activities and abide by all safety instructions and recommendations given to me by Presenters and its officials, officers, employees, volunteers, members and agents personnel during my participation in the Program.
_____ (Initial)

I HAVE CAREFULLY READ, UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS RELEASE, WAIVER AND INDEMNIFY AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN MYSELF AND THE PRESENTERS. I HAVE AGREED TO SIGN THIS AGREEMENT OF MY OWN FREE WILL.

I UNDERSTAND THAT I MAY SEEK THE ADVICE OF AN ATTORNEY IN ANY MATTER CONNECTED WITH THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT BEFORE I SIGN THIS AGREEMENT. I UNDERSTAND THAT I MAY CALL AN ATTORNEY REFERRAL SERVICE OR LEGAL AID OFFICE IN ORDER TO OBTAIN AN ATTORNEY OR LEGAL ADVICE.

I UNDERSTAND THAT VOLUNTEERS MUST CURRENTLY HAVE, AND MAINTAIN, APPROPRIATE MEDICAL/ HOSPITALIZATION INSURANCE TO BE USED TO COVER THE COSTS OF TREATMENT FOR INJURY OR ILLNESS ASSOCIATED WITH MY PARTICIPATION AS A VOLUNTEER WITH THE MOUNTAIN COMMUNITIES FIRE SAFE COUNCIL (MCFSC).

CARRYING LIFE AND DISABILITY INSURANCE IS ENCOURAGED, BUT NOT REQUIRED.

Applicant's Signature

Date

Signature of Legal Guardian (If applicant is a minor)

Date

Reviewed and Accepted by:

Mountain Communities Fire Safe Council and Idyllwild Earth Fair Committee