

2020 Waiver & Release of Liability Form

Minimum Age to Participate is 16



In consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission to the general public spectators is prohibited), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted area or areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation, if any, in the event constitutes an acknowledgement that he/she has inspected such restricted area and he/she finds and accepts the same as being safe and reasonable suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave restricted area(s):

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO BRING SUIT AGAINST the San Joaquin Asparagus Festival, Noceti Group, Inc., Tony and/or Carol Noceti, San Joaquin County Fairgrounds, City of Stockton, their officers, agents, employees, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purpose herein referred to as “releases”, from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all damage, and any claim or demands caused by the negligence of the releases or otherwise while the undersigned is in or upon the restricted areas, and/or, competing, officiating in, observing or working for, or for any purpose participating in the event.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the participating in the event and whether caused by the negligence of the releases or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releases or otherwise while in or upon the restricted and/or while competing, officiating, or working for, or for any purpose participating in the event.
4. EACH OF THE UNDERSIGNED further expressly acknowledges and agrees that the activities at the event and in the restricted areas are dangerous and involve risk of serious injury, and/or death, and/or property damage.
5. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity which the event is conducted and that if any position thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

This waiver and release and indemnification agreement specifically embraces each and every event sanctioned, authorized or promoted by said releases during the entire season and applies to each and every event, or activity herein above mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event herein above described.

I HAVE READ & AGREE TO THIS RELEASE

Print: _____ Sign: _____ Date: _____

Date of Birth: _____

If participant is under 18, a parent/legal guardian must agree & sign:

Print: _____ Sign: _____ Date: _____

ORGANIZATION NAME: _____