

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

By choosing to take part in the Running of the Clowns activity, I voluntarily assume all risk of property loss and personal injury including the risk of lost, stolen or damaged property or personal injury arising during the activity.

I acknowledge that running in a public place is a potentially hazardous activity, which could cause injury or death, and agree that I will not take part unless I am medically able and in good health. I agree to abide by any decision of the organizers to any aspect of my participation in this activity, including the right of organizers to deny or suspend my participation for any reason whatsoever. I assume all risks associated with running in this activity, including but not limited to: falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the route, all such risks being known and appreciated by me. I fully understand that this activity involves risk of serious bodily injury, including permanent disability, which may be caused by my own actions, or inactions, those of others participating in or observing the activity, the conditions in which the activity takes place, or the negligence of the parties named below; and that there may be other risks either known or unknown to me or not readily foreseeable at this time; and that I full accept and assume all such risks and all responsibility for losses, cost and damages I incur as a result of my participation in this activity. I understand that bicycles, skateboards, baby joggers, strollers, and animals are not allowed in the activity.

I agree to indemnify and continue to indemnify GuerilLA, its members, organizers and licensees, James MacQuarrie the City of Pasadena, Old Pasadena Merchants' Association, and all owners and lessors of premises on which the activity takes place, and all businesses along the activity route, from any and all actions, causes of actions, claims and demands for, upon or by any reason of any damage, loss or injury, of any kind of nature which may be sustained by attending the activity. I further agree that if, despite this release, waiver of liability and assumption of risk, I, or anyone on the minor's behalf, makes a claim against any of the above Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability or cost any Releasee may incur as a result of such claim.

I agree that I am knowingly taking part in an activity where photographs may be taken and/or video and audio recordings may be made. I hereby consent to being interviewed and/or photographed; to audio recordings and/or video recordings being made of me, and to the release, publication, exhibition, or reproduction of the above mentioned interviews, photographs, audio recordings and/or video recordings for use in any news articles or programs, web-casts, promotional purposes, telecasts, advertising, inclusion on web sites, or for any other purpose(s) related to GuerilLA that its vendors, partners, associates, affiliates and/or representatives deem fit.

I hereby release GuerilLA's officers, volunteers, organizers and employees, and each and all persons involved in carrying out the activity from any liability connected with the taking, recording, digitizing, or publication of any interviews, photographs, computer images, video and/or audio recordings for GuerilLA purposes.

I expressly grant GuerilLA and its affiliates permission to use my image or likeness in connection with any live or recorded transmission or reproduction of such activity.

**Printed name of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Participant:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Parental Consent (If under 18 years of age, participant must have Parent/Legal Guardians' consent):** I, the minor's parent and/or legal guardian, understand the nature of the above-referenced activities and the minor's experience and capabilities and believe that minor to be qualified to participate in such activity. I hereby release, discharge, and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, and further agree that if, despite this release, waiver of liability and assumption of risk, I, or anyone on the minor's behalf, makes a claim against any of the above Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability or cost any Releasee may incur as a result of such claim.

**Printed name of Parent/Legal Guardian:** \_\_\_\_\_

**Signature of Parent/Legal Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_