



**VENDOR REGISTRANTS MAY NOT ENTER THE GLITZ VENUE WITHOUT HAVING AGREED TO THE WAIVER DURING ONLINE REGISTRATION OR SUBMITTING A PHYSICAL SIGNED WAIVER.**

## **Glitz Waiver & Release of Liability & Indemnification**

**Hold Harmless Agreement:** In consideration of the right to participate, entrants, participants, and spectators, by execution of this form, release and discharge the San Clemente Downtown Business Association and the City of San Clemente, their officers and directors, members, employees and servants, volunteers, and anyone else connected with management and/or presentation of the 'Puttin' on the Glitz' event, of and from judgments, and/or claims from any clause whatsoever that may be suffered by any entrants to his/her person or property. I agree to waive and release persons, groups, and entities affiliated with the San Clemente Downtown Business Association (SCDBA) or the City of San Clemente (hereinafter "Indemnities") from and against any and all claims, costs, liabilities, expenses, or judgments, including attorneys' fees and court costs arising out of my or my child's participation in the 'Puttin' on the Glitz' event (hereinafter "Event") or any illness or injury resulting therefrom, and hereby agree to indemnify and hold harmless the persons from and against any and all such claims whether caused by my negligence or otherwise, except for illness and injury resulting directly from the gross negligence or willful misconduct on the part of those Indemnities. I understand and agree that by signing this waiver I am freeing the Indemnities from any liability resulting from my or my child's participation in this Event. I recognize and have considered all the potential dangers that may attend my participation in the Event and, after careful consideration, have decided to accept those potential dangers. I understand that if I, or my child, is injured, this waiver will be used against me and anyone else claiming damages because of my or my child's injury in a legal action. I enter into this waiver on behalf of myself, my heirs, and executors. I also understand that no employee or agent is authorized to modify this waiver. I represent that I am familiar with the nature of the activities in which I or my child will participate and that I, or my child, am in good physical health and that I do not have physical or emotional conditions, past or present, of which I am aware, which would in any way affect my ability to participate in the Event.

Further, each applicant expressly agrees to indemnify all of the foregoing entities, firms, persons and bodies of and from any and all liability occasioned or resulted with the applicant and under the direction or control of the applicant. Further, each entrant, participant or accompanying guests expressly agree to indemnify and hold harmless all of the foregoing entities, firms persons and bodies of all liability occasioned or resulting from the conduct of the entrants or any participant assisting or cooperating with entrant and under the direction and control of entrant. Permission is granted to use any photos or videos taken at the event for publication or advertising.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE.

SIGNATURE:

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PRINT YOUR NAME:

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DATE:

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