



RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Agreement is made this _____ day of _____, 2009 in the City of Pittsburg, County of Contra Costa, by and between _____, hereinafter referred to as "Participant" and the Club Yahualica, its officers, directors, employees, agents, and representatives, all hereinafter referred to as "the Club." IN CONSIDERATION FOR THE PARTICIPATION in the Kermes Carnival, the parties hereby agree as follows:

1. Participant hereby releases, waives, and forever discharges both the Club and the City of Pittsburg from any and all claims, demands, causes of action, damages, losses, costs, attorney's fees and expenses of any kind or nature whatsoever known or unknown which Participant have or may have against either the Club and/or the City of Pittsburg resulting in any way from Participant's involvement in or merely attendance at the Kermes Carnival.
2. Participant hereby agrees to indemnify, hold harmless, and defend both the Club and the City of Pittsburg from and against all past, present and future claims, demands, causes of action, obligations, losses, liens, costs, expenses, attorney's fees, liabilities, injuries and damages of any kind or nature whatsoever brought by any person or entity arising out of or connected in any way with Participant's involvement in or attendance at the Kermes Carnival, whether caused solely or partially by a Participant or any other person or entity.
3. This Agreement may be pleaded as a fully and complete defense to any action or proceeding, as the basis for abatement of, or injunction against, such action or other proceedings, and as the basis of a cross-complaint for damages. Participant's specifically waives his or her rights under California Civil Code 1542, which provides as follows:

"A general release does not extend to the 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 effected his settlement with the debtor."
4. This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the state of California with venue agreed to be in Contra Costa County, California. Moreover this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, principals, agents, and all persons or entities connected in any way with Participant without limitation. If any provision or any part of the Agreement shall, for any reason, be held to be invalid, unenforceable or contrary to the public policy or any law, then the remainder of this Agreement shall not be affected thereby.
5. Each party has read and understands this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and has voluntarily signed the same.

Dated: _____, 2009

Dated: _____, 2009

Signature

Club Yahualica

(Please Print Name) (Title)

By: _____
Jose Esqueda

