



CARNIVAL RIDES & GAMES • MUSIC • FOOD
Orangevale Community Orangevale Park

7415 Block Filbert Ave. (behind Green Oaks Elementary School) Orangevale, CA 95662

TERMS, RELEASE, & WAIVER

Entertainment and attractions are subject to change without notice. Upon entering the gates of the event, you agree to abide by the rules and regulations of Orangevale's Summer Palooza, Orangevale Recreation and Park District, Sacramento County, and the laws of Sacramento County. Attendees agreed to be photographed or video for promotional purposes. All Sales are Final. Attendees **HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ORANGEVALE SUMMER PALOOZA, ALL EVENTS MANAGEMENT GROUP INC., ORANGEVALE RECREATION, AND PARK DISTRICT-**, its directors, officers, employees, volunteers, and agents (hereinafter referred to as "Releasees"), from all liability for any loss, damage, or claim, or demands, therefore, on account of any injury to my person or property or resulting in my death, whether caused by the negligence of the Releasees or otherwise, while I am in, upon or about the premises or any facilities or equipment or participating in any activity or training being conducted by or for the benefit of OVSP. Orangevale's Summer Palooza reserves the right to remove any person(s) not adhering to the rules, regulations, or are deemed to be unsafe or causing an unsafe environment.

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I acknowledge that I will be participating as a volunteer or participant in the activities located at Orangevale's Summer Palooza in Orangevale, California: I am aware of the covid-19 pandemic and related governmental orders, directives, and guidelines (collectively "directives"), including directives for frequent hand washing, social distancing, and the use of face masks in public locations. I am aware that these activities are occurring in a public location during the covid-19 pandemic, and also potentially hazardous activities. I am aware that I could be infected, seriously injured, or even die due to covid-19 or due to activities. I am voluntarily participating in these activities with knowledge of the danger involved and agree to assume any and all risks of bodily injury, death, or property damage, whether those risks are known or unknown. I also acknowledge, I also have permission to accept these terms on behalf of my guests. As consideration for being permitted by the Orangevale's Summer Palooza, All Events Management Group Inc., ("AEMG"), of the Orangevale Recreation and Park District premises, to participate in these activities and use the Orangevale Park premises and facilities, I forever release the Orangevale's Summer Palooza, AEMG, and any Orangevale's Summer Palooza affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AGREE TO ACT ON THE BEHALF OF MY GUEST AND INFORM THEM OF THE RELEASE OF LIABILITY AND WAIVER. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF A CONTRACT BETWEEN MYSELF, OTHER TICKET HOLDERS, THE PARKS, AEMG, AND ACKNOWLEDGE IT OF MY OWN FREE WILL Participant shall indemnify, defend and save harmless the Orangevale's Summer Palooza, Orangevale Recreation and Park District (including Board of Directors), All Events Management Group, Inc., BP-Productions, Mr. Soundman, Butler Amusements, volunteers and its officers, agents, and employees from any and all claims, suits, or actions of every name, kind, and description brought forth from, or on account of, injuries to or death of any person including, but not limited to, workers and the public or damage to property resulting from the performance of this agreement, except as otherwise provided by statute. The duty of the participant to indemnify and save harmless includes the duties to defend as set forth in California Civil Code Section 2778