



WHEREAS, \_\_\_\_\_ (“PARTICIPANT”), doing business as or on behalf of \_\_\_\_\_ (Business/agency name) desires to participate with the Roseville Coalition of Neighborhood Associations (hereinafter “RCONA”) for the purposes of:

\_\_\_\_\_ (“Service to be provided”) at the following RCONA activity described as: \_\_\_\_\_ (“Activity”).

1. PARTICIPANT voluntarily and knowingly assumes all risks in connection with this Activity as it relates to PARTICIPANT’S service to be provided during this Activity.
2. PARTICIPANT agrees to indemnify and hold harmless RCONA, any other sponsors/ providers, and their employees, agents or contractors from any liability for death, injury or other loss or damage which may occur during or as a result of this Activity or during transportation to and from this Activity, whether foreseen or unforeseen, however caused and whether or not caused by negligence and whether or not caused by PARTICIPANT’S volunteers, except for those matters arising for RCONA’s sole active negligence. PARTICIPANT understands that PARTICIPANT is accepting full financial and legal responsibility for the actions of its participants.
3. PARTICIPANT understands and agrees that any equipment which PARTICIPANT provides or may borrow or any other sponsors/providers PARTICIPANT uses at its own risk. PARTICIPANT understands and agrees that RCONA and any other sponsors/providers shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment and RCONA and any other sponsors/providers make no warranties of any kind regarding the equipment.
4. In any action brought by either Party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney’s fees. Any action arising out of this Agreement shall be brought in Placer County, California regardless of where else venue may lie.
5. This is an integrated Agreement, and contains all of the terms, considerations, understandings and promises of the parties. It shall be read as whole.
6. PARTICIPANT understands it is a binding contract that supersedes any other agreements or representations, and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. The law of the State of California will govern the interpretation and enforcement of this Agreement. If any part of this Agreement is deemed unenforceable, all other parts shall be given full force and effect.
7. RCONA reserves the right to photograph the Activity and participants for its own use. PARTICIPANT agrees to release any photo rights and understands that all photographs taken by RCONA will remain the property of RCONA.
8. BY SIGNING BELOW, THE UNDERSIGNED REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO LEGALLY BIND PARTICIPANT. THE UNDERSIGNED HAS CAREFULLY READ AND FULLY



**HOLD HARMLESS AGREEMENT FOR PARTICIPANTS WITH RCONA ACTIVITIES**  
 RCONA | Roseville Coalition of Neighborhood Associations

UNDERSTANDS THIS AGREEMENT, AND THE UNDERSIGNED IS AWARE THAT BY SIGNING THIS AGREEMENT THE UNDERSIGNED IS WAIVING CERTAIN LEGAL RIGHTS OF THE PARTICIPANT, INCLUDING THE RIGHT TO SUE.

**PARTICIPANT’S RELEASE AND WAIVER OF ALL CLAIMS INCLUDING PHOTOGRAPH RELEASE FOR SPECIAL EVENTS**

My name is \_\_\_\_\_. I am over the age of 18. (If under 18 years old, a parent/guardian must also sign the release form.)

It is my intention to participate with RCONA’s Activity for the purpose stated above. I understand that I am not eligible for Workers’ Compensation benefits in the event of injury, and I will not under any circumstances receive any other type of compensation from RCONA other than for any direct payment for contracted services agreed to be provided. As a Participant, my personal insurance, including health, automobile and liability insurance are in effect while acting within the scope of the agreed Activity.

I have been provided the general background information of the Activity and am aware of any possible hazard(s). I am aware that in participating with this Activity, I desire to release RCONA from any financial responsibility for any personal injury and/or property damage to myself or any other person arising from any actions, products, or activity undertaken by me or on behalf of any service, product, or company I represent.

I understand and have been advised that I may have rights under Sections 142 of the Civil Code of California which reads as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

I expressly waive any rights conferred under that code section, as well as any similar law of any state or territory of the United States. I release RCONA and all of its officers, agents, employees and volunteers, and waive all claims against them, for any personal injury (including death) and/or property damage which might be incurred to me or any individual as a result of any negligence of any officer, agent, employee or volunteer of PARTICIPANT.

No promise, inducement, or agreement has been made to me to induce me to release RCONA from liability for any personal injury and/or property damage resulting from PARTICIPANT’S services, nor has any promise inducement, or agreement been made to me in return for the express waiver of rights referred to above.

I understand that if I act outside the scope, authority and/or policies and procedures of RCONA, I could be subject to a lawsuit against me for which RCONA will not defend. I also understand that I could be subject to monetary and/or property loss or, depending on the circumstances, imprisonment.

Further, I hereby authorize RCONA or anyone authorized by RCONA to use, reproduce or publish any and all photographs or videotapes of me, which may be taken during my participation in the Activity, for any purpose, without compensation to me.

This release and Waiver of all Claims is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, at Roseville, California.

Print Name (PARTICIPANT): \_\_\_\_\_  
 Address: \_\_\_\_\_

Signature (PARTICIPANT): \_\_\_\_\_ Telephone: \_\_\_\_\_

Print Name of Parent/Guardian, if under 18: \_\_\_\_\_

Signature of Parent/Guardian, if under 18: \_\_\_\_\_



**HOLD HARMLESS AGREEMENT FOR PARTICIPANTS WITH RCONA ACTIVITIES**

**DECLARATION OF WITNESS**

The above individual, in my presence, acknowledged that he/she had read and fully understood the meaning and consequences of the Release and Waiver of All Claims, and he/she signed it in my presence.

Print Name: \_\_\_\_\_  
 \_\_\_\_\_

Date:

Signature of Witness: \_\_\_\_\_  
 Title: \_\_\_\_\_

RCONA/NA