



Rancho Bernardo Community Council

Halloween Parade

Registration Form



(By attending this event, you agree to the Terms and Agreement on pages 2 and 3 of this form)

Return completed form by October 28 to: [Admin@RBCommunityCouncil.com](mailto:Admin@RBCommunityCouncil.com)

**PRINT First and Last Name for each family member attending:**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_

**Email address of head of household attending event MUST be provided:**

\_\_\_\_\_

**Indicate which shift you would like to attend (you must attend the shift you designate):**

12:30 PM

1:30 PM

## Terms and Agreement

Please take a moment to read the following Terms and Agreement on this page (page 2) and page 3. By attending this event, you accept the terms of the below release.

### **ATTENDEES MUST WEAR APPROPRIATE FACE COVERINGS RECOMMENDED BY THE CDC AND SAN DIEGO COUNTY OFFICE OF EMERGENCY SERVICES**

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I wish to participate in the Rancho Bernardo Community Council Halloween parade event whether as a walker, a volunteer or otherwise. In consideration of participation and as a condition thereof, I agree to the Terms and Agreement document (also referred to as a Release).

This Release is made in favor of the Rancho Bernardo Community Council, the sponsors of the event, and each of their respective directors, officers, employees, representatives, and volunteers (such persons are collectively referred to as the "Released Parties"). My heirs, next of kin, distributees, guardians, devisees, conservators, executors, administrators, legal representatives, and assigns are collectively referred to as my "Survivors."

On behalf of myself and my Survivors, I acknowledge and agree as follows:

1. Acknowledgment of Risk; Voluntary Participation. I am aware and understand that participating in the event has inherent risks and that these risks cannot be eliminated, altered, or controlled regardless of the care used, the skill or experience possessed, or the precautions taken (in each case, if any) by me or anyone else, including the Released Parties. I am aware of the risks involved with the event. I am aware that the event requires walking at a minimum of six (6) feet from others as required by the Rancho Bernardo Community Council. I understand that my participation in the event may result in strains, sprains, scrapes, bruises, fractures, dehydration, concussions, illness and/or death and/or damage to my or others' belongings. I voluntarily elect, with knowledge of the risks involved, to participate in the event.
2. Assumption of Risk. I accept and assume any and all risks, damages, and hazards associated, directly or indirectly, with my participation in the event, whether known or unknown, including the possibility of physical or psychological injury, illness, disability, death, property damage or other physical or financial loss arising there from of any nature whatsoever, whether foreseen or unforeseen (all such risks, damages, and hazards, whether sustained by me, the Released Parties or others, are collectively referred to as the "Risks and Losses"), whether caused by the action, inaction or active or passive negligence of me, any of the Released Parties, or otherwise.
3. Liability Release. I release, forever discharge, and will hold harmless the Released Parties, and each of them, from any and all claims, actions, demands, rights, causes of action, losses, liabilities, costs and expenses, including attorneys' fees (all such claims and liabilities are collectively referred to as the "Claims"), arising from or in connection with any of the Risks and Losses that may actually be sustained or suffered by me or by any other person (including any of my Survivors) as a direct or indirect consequence of my participation in the event, whether caused by the action, inaction or active or passive negligence of me, any of the Released Parties, or otherwise. I agree that neither I nor any of my Survivors will make a claim against, sue, attach the property of, or demand compensation or indemnity from any of the Released Parties in connection with any such Claims and hereby waive all such Claims.
4. Publicity Release. I hereby give my consent, to the extent permitted by law, to the Rancho Bernardo Community Council and any sponsor of the event to use and publish (worldwide and

via the Internet) my and/or my family members attending the event likeness, portrait, image, picture, name, performance, recording and/or voice as photographed and/or recorded by it for marketing, awareness, fundraising or other purposes without notification, review or approval, and without additional consideration.

5. Consent for Emergency Medical Treatment. In the event of an emergency or non-emergency situation requiring medical or dental treatment, I hereby grant permission for any and all medical and dental care to be administered to me. This permission includes, but is not limited to, the administration of first aid, the use of an ambulance, and the administration of anesthesia and/or surgery upon the advice of and under the supervision of qualified medical or dental personnel. I hereby release the Released Parties from any and all liability for medical or dental aid rendered, and I understand that I am responsible for all medical or dental expenses incurred for such aid.

6. Governing Law; Severability. This Release will be governed by and construed according to the laws of the State of California, without reference to principles of choice of law thereof. If any term or provision of this Release is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof will be stricken from this Release, and such provision will not affect the legality, enforceability, or validity of the remainder of this Release. If any provision or part thereof of this Release is stricken in accordance with the provisions of this paragraph, then the stricken provision will be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible. This Release will survive the completion of the Activity and will continue in full force and effect thereafter. I agree to this Release with the full knowledge that neither the Rancho Bernardo Community Council nor any of the Released Parties assumes any responsibility for any Risks and Losses to me, my Survivors or to any third party as a result of my participation in the event, and that my participation in the event is conditioned upon my acceptance of the full and complete responsibility for any loss, damage, claim or liability resulting from my participation in the event. I have read this Release carefully and fully understand all its terms and provisions. I have knowingly and voluntarily agreed to this Release understanding the risks to me and have done so of my own free will, without relying on any statement or representation of any of the Released Parties. I understand that this is the entire agreement between me and the Released Parties with respect to the subject matter hereof and that this Release cannot be modified or changed in any way by oral statements by any of the Released Parties or by me. I understand that, in the event of any litigation against the Released Parties, this Release may be raised as a defense and bar to, and as a waiver and release of, legal rights that might otherwise be asserted by me or by my Survivors.

**BY REGISTERING FOR THIS EVENT, I ACCEPT THE TERMS OF THE ABOVE RELEASE AS IT RELATES TO ME OR ANY OF MY FAMILY MEMBERS ATTENDING THE EVENT.**