



## Participant Waiver & Release Agreement

This Liability Waiver & Release Form is a written agreement between Visit Rancho Cordova (Rancho Cordova Travel & Tourism Corporation) and the participant who is attending a Visit Rancho Cordova sponsored event. This Agreement is being entered into in consideration of the benefit of participating in any and all company-sponsored events. The participant hereby acknowledges and agrees to the following:

1. **Voluntary Participation.** Participant understands and confirms that participation in any event offered by Visit Rancho Cordova is voluntary. The participant warrants that he, she, or they, is in overall good health and that no bodily or mental condition would create an unreasonable risk or harm to himself, herself, or themselves in participating in any activities or games at an event that requires physical or mental exertion.
2. **The Assumption of Risk.** Participant understands and acknowledges that there may be potential risks involved related to participation in the event. Participant assumes all risks, known or unknown, in any way connected with the participant's participation in the event. The participant accepts full responsibility for any liability, injury, loss, damage, or death in any way connected with participation in the event. Participant acknowledges that participation in the event is at the participant's sole risk. Participant releases the company from any and all liability or claims that may arise from participation in the event.
3. **Consumption of Alcohol.** Participants twenty-one (21) years of age and older are able to drink alcohol during the event. However, alcohol consumption is at the participant's own discretion, risk, and liability. Visit Rancho Cordova does not condone excessive alcohol consumption. The participant hereby assumes all risks involved with the consumption of alcohol and unconditionally holds Visit Rancho Cordova harmless.
4. **Modification.** The provisions of this agreement can only be modified by a written instrument executed by an authorized agent of the company.
5. **Entire Agreement.** This agreement constitutes the entire agreement and understanding between the participant and Visit Rancho Cordova and cancels, terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof.
6. **Severability.** If any part of this agreement is found to be void by law, the remaining provisions of this agreement will nevertheless be binding with the same effect as though the void portions were deleted.
7. **Governing Law.** The construction and meaning of the terms and provisions of this agreement will be interpreted in accordance with the laws of the state of California.
8. **Binding Effect.** The participant acknowledges that this agreement is binding upon the participant's heirs and assigns, personal representatives, beneficiaries, and next of kin.

By signing this agreement, I, the participant, agree to waive any present or future claims and release and hold harmless the company from any and all liability as a result of any injuries/ and/or damages suffered or incurred while attending Visit Rancho Cordova sponsored events or on the premises belonging to Visit Rancho Cordova, for any reason, whether consuming alcohol or not. I sign this agreement voluntarily and agree to waive and release any and all claims whatsoever arising from my participation in Visit Rancho Cordova sponsored events.

## Photo Release

I hereby grant Visit Rancho Cordova (Rancho Cordova Travel & Tourism) permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of Visit Rancho Cordova and I hereby irrevocably authorize Visit Rancho Cordova to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge Visit Rancho Cordova from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I have read and understand the above photo release. I affirm that I am at least 18 years of age, or, if I am under 18 years of age, I have obtained the required consent of my parents/guardians as evidenced by their signatures below.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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