

# SACRAMENTO *Aloha Festival*

## **HOLD HARMLESS AGREEMENT**

In consideration for receiving permission to participate in the Sacramento Aloha Festival 2023, I and the members of my participating organization/business, do hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Sacramento Aloha Festival Committee, Ka'ōnohi Foundation and their successors in interest, Gold Country Fairgrounds and Event Center, their committees, officers, agents, servants, volunteers or employees (hereinafter referred to as RELEASEES) the county of Placer, and the State of California from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, my organization/business, or any of the property belonging to me or my organization/business, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while participating in such activity, or while, in, on, or upon the premises located at 1273 High Street, Auburn, CA 95603 where the activity is being conducted.

I and the members of my participating organization/business hereby AGREE AND INDEMNIFY, DEFEND AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney fees, that they may incur due to our organization's participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

We further understand that this Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion hereof is held invalid, we agree that the balance shall not withstand, continue in full legal force and effect.

IN SIGNING THIS RELEASE, WE ACKNOWLEDGE AND REPRESENT that we have read the foregoing Hold Harmless Agreement, understand it and sign it voluntarily as our own free act and deed. No oral representations, statements, or inducements, apart from the foregoing written agreement have been made. Our authorized representative that has signed below is at least eighteen (18) years of age and fully competent; and executes this Release for full, adequate, and complete consideration fully intending to be bound by same. Any deviation or amendment to this Agreement must be in writing and executed by both parties, including the Chief Operating Officer of SAFC. The duty of the participant to indemnify, defend and hold harmless includes the duties to defend as set forth in California Civil Code § 2778.

Organization/Business: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

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