

**Benicia Community Foundation  
Release of Liability and  
Photography Release Waiver**

**Name of group and all undertakings:** Benicia Community Foundation, its affiliates, and assigns (hereafter BCF) regarding **any participation or volunteering (here after Participant) activity** between Participant and BCF.

**I, the Participant, HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY and ALL ACTIVITY WITH BCF,** including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

**(A) I WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, **THE FOLLOWING ENTITIES OR PERSONS:** BCF, their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

**(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the entities or persons mentioned in this Release Waiver from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I acknowledge that BCF and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of BCF.

I acknowledge that this activity or event may involve physical activity and may carry with it the potential for serious injury, death, and property loss. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I understand that at this event or related activities, **I may be photographed.** I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

**(C) PARENT / GUARDIAN WAIVER FOR MINORS (Under age 18)**

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

**PLEASE PRINT PARTICIPANT'S NAME, PHONE NUMBER, EMAIL AND DATE BELOW.**

***If participant is under 18 years of age, Parent or Guardian must also sign.***

- Print Participant's Name** \_\_\_\_\_ **Phone** \_\_\_\_\_
- Participant Signature if over age 18** \_\_\_\_\_ **Date** \_\_\_\_\_
- If younger than age 18, Signature of Parent** \_\_\_\_\_ **Date** \_\_\_\_\_
- Age (under 18)** \_\_\_\_\_ **Adults email address** \_\_\_\_\_