

WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS

Name of Event: Western Chapter International Society of Arboriculture Climbing Skills Workshop

Date/Time of Event: June 27, 2025, 8:00 a.m. – 3:30 p.m.

Location of Event: Cerritos Park East, 13234 166th Street, Cerritos, CA 90703

I, _____, the undersigned Participant, certify that I am 18 years of age or over. I request and consent to participate in the above-referenced event (“Event”), including by volunteering at the Event or participating in the Event. I certify and represent that I am aware of no medical condition or physical or mental impediment that I have that would endanger me when participating in the Event. I understand that the Event involves the risk of accident and bodily injury, death or property damage to me, and I agree to assume such risk.

In consideration for my participation in the Event, to the fullest extent permitted by law, I hereby waive, release and discharge the City of Cerritos (“City”), Western Chapter International Society of Arboriculture, and each of their elected and appointed officials, officers, directors, employees, agents, members, guests, commissioners, supervisors, invitees and volunteers (collectively, “Indemnified Parties” and individually, “Indemnified Party”), from and against any and all actions, proceedings, claims, liabilities, damages, losses, costs, expenses, fees (including without limitation costs and fees of litigation), penalties, forfeitures, obligations, errors and omissions, of every nature (including, but not limited to, property damage, bodily injury, illness or death), whether actual or threatened, that may be sustained, asserted or claimed by any person, association, firm or entity, arising from or related in any way to my participation in or presence at the Event (“Claims”), including those involving negligence of the Indemnified Parties, any Indemnified Party, or any other participants in or guests at the Event.

To the fullest extent permitted by law, I agree to indemnify, defend and hold harmless the Indemnified Parties and each Indemnified Party from and against any and all Claims arising from or related in any way to my participation in or presence at the Event.

I hereby grant the City the right to photograph or video-record me during or in connection with the Event, and to use my photographed or video-recorded likeness, and any image, silhouette, or reproduction of me or my voice or appearance taken during or in connection with the Event (“Likeness”), for any lawful purpose, including publicity and promotion of City and its events, and creation or production of materials in any form for such purpose, with no claim of entitlement to any license fee or royalty of any kind from City. I hereby waive any right that I may have to inspect or approve the City’s use of my Likeness, or the advertising copy or printed matter that may be used in connection with the use and/or publication of my Likeness.

In giving the foregoing releases and waivers, I expressly waive any and all rights conferred upon me by the provisions of California Civil Code Section 1542, which I understand reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, that may arise

from or relate in any way to this Waiver, Release, Indemnification and Hold Harmless (“Instrument”) or my participation in or presence at the Event.

The obligations set forth in this Instrument shall be binding on my heirs, successors and assigns, and shall not expire. No oral representations, statements or inducements, apart from this Instrument, have been made with regard to the subject matter of this Instrument. If any portion of this Instrument is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect.

By signing below, I acknowledge and represent that I have read and understand the above, and that I voluntarily agree to its terms.

Signature of Participant: _____

Date: _____, 2025

***All participants must bring their own Cal-OSHA approved gear to be inspected for the Event.**