

CITY OF TUSTIN
RELEASE AND WAIVER OF LIABILITY AND
INDEMNITY AGREEMENT
(Service Provider)

In consideration of being permitted to participate in the 2015 Orange County Veteran's Stand Down ("Event"), the undersigned, on behalf of _____, and on behalf of its officials, officers, employees, agents, and volunteers ("Participants"), agrees as follows:

1. The undersigned hereby releases, waives, discharges, and covenants not to sue the City of Tustin ("City"), the United States Department of the Navy ("Navy"), the Orange County Rescue Mission, and/or Working Wardrobes, Inc., their respective agents, officials, officers, and employees (collectively "Released Parties"), for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, property damage, or death, which may occur as a result of being present at the Event, or in any way using for any purpose any Released Parties' property by the undersigned or any of the Participants, even though that injury or damage may arise out of negligence of the Released Parties or out of a dangerous or defective condition on property or equipment of the Released Parties. This release does not apply to the extent such claims are caused by the gross negligence or willful or wanton misconduct of the Released Parties.

2. The undersigned agrees to indemnify and save and hold harmless the Released Parties from any loss, liability, damage, or cost they may incur, including attorneys' fees, whether caused by the negligence of the Released Parties or otherwise, relating to the undersigned's and/or any of its Participant's presence at the Event, or use of the Released Parties' property for the Event. This indemnity does not apply to the extent such claims are caused by the gross negligence or willful or wanton misconduct of the Released Parties.

3. To the extent that the undersigned maintains general liability insurance and automobile liability insurance, the policy(ies) shall be endorsed to name as additional insureds the City of Tustin, the United States Department of the Navy, the Orange County Rescue Mission, Working Wardrobes, Inc. and their respective representatives, employees, contractors and agents; the general liability insurance shall be primary to and noncontributing with any other insurance maintained by the Released Parties. To the extent that the undersigned has employees, it shall maintain workers' compensation insurance in an amount and in a form meeting all applicable requirements of State law. Any such workers' compensation insurance shall contain a provision that the insurer waives any right to subrogation against the City of Tustin, United States Department of the Navy, the Orange County Rescue Mission and Working Wardrobes, Inc. The provisions of any insurance maintained by the undersigned shall not relieve it from liability under this Agreement. The provisions of this Agreement shall apply whether or not such insurance has been determined to be applicable to claims for damages or injuries.

4. This Agreement is intended by the parties to be a waiver of California Civil Code Section 1542, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The undersigned has read and voluntarily signs this Agreement, and further agrees that no representations, statement, or inducements of any kind, apart from the foregoing written Agreement, have been made.

Authorized Representative's Name

Organization

Signature

Date