

LIABILITY WAIVER AND RELEASE

(Print Out, Sign and Bring With You When You Arrive at the Event)

Participant's Name: _____

Address: _____

Date of Birth: _____

Phone Number: _____

E-Mail: _____

Name and Phone Number

of Emergency Contact: _____

BY SIGNING THIS DOCUMENT YOU WILL WAIVE LEGAL RIGHTS INCLUDING THE RIGHT TO SUE

THE LGBTQ CENTER LONG BEACH

1. Participation. I, the undersigned, wish to volunteer at _____ (the "Event").

2. Assumption of Risks. I wish to volunteer at the Event, and hereby assume all risks of engaging in the Event. I also hereby hold harmless and release The LGBTQ Center Long Beach (the "Center"), its members, managers, employees and agents, and indemnify each of them from and against any and all loss, claim, cause of action, lawsuit, damage, liability, cost or expense whatsoever which any of them may incur arising out of or in connection with my participation in the Event, including but not limited to meals, food and beverages served at the Event; and the use of any facility at the Event.

3. Waiver. I hereby certify that I am at least 18 years of age (or, if less than 18 years of age, have caused this Liability Waiver and Release to be signed by my parent or legal guardian), I agree that neither I nor any member of my family will sue any Indemnatee because of my participation in the Event or my presence at the Event at any time, and I understand that this Release shall be binding upon my estate, my heirs, next of kin, executors, administrators, representatives, successors and assigns. I specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand which has, through oversight or error intentionally or unintentionally or through a mutual mistake, been omitted from this Liability Waiver and Release.

4. Covenants Regarding Participation in Retreat. I further agree:

- To obey all rules developed by the Center for the Event as well as the rules, regulations and staff of the Center, and agree that I may be removed from participation in the Event and asked to leave at any time for any reason that the Center's staff deems adequate;

- To be financially responsible for any and all damage that I may cause while at the Event.

- Not to use narcotic substances of any kind or indulge in alcoholic beverages while at the Event, it being understood that my right to volunteer in the Event and stay at the Event location may be terminated permanently at the sole discretion of the Center if I am found to be under the influence of any alcoholic beverages or narcotic substances while on the duty at the Event;

- To assign irrevocably to the Center all rights to my likeness and voice in any photo or video of me taken while I am at the Event;

- To allow the Center to use my name, likeness, image, voice, the city and state of my residence, and biographical and other information concerning me in any such photo or video, in any printed, online or other media now known or hereafter discovered, without compensation, obligation or liability to me of any kind whatsoever.

5. Governing Law; Amendment; Interpretation of Agreement. This Liability Waiver and Release shall be governed by the laws of the State of California, and that any action, claim or proceeding under this Liability Waiver and Release shall be commenced exclusively in the courts of California or the United States District Court for the District of Central California in the State of California. This Liability Waiver and Release may not be revoked, terminated or amended verbally, but only by a written instrument signed by me and an authorized representative of the Center. All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this Agreement shall remain intact except for the omission of the invalid covenant.

I HAVE READ AND UNDERSTOOD THIS LIABILITY WAIVER AND RELEASE, HAVE HAD THE OPPORTUNITY TO HAVE LEGAL COUNSEL REVIEW THIS LIABILITY WAIVER AND RELEASE, AND I AM AWARE THAT BY SIGNING THIS LIABILITY WAIVER AND RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MEMBERS OF MY FAMILY, MY HEIRS, NEXT OF KIND, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS MAY HAVE AGAINST THE CENTER, ITS MEMBERS, MANAGERS, EMPLOYEES AND AGENTS.

Date

Signature of Participant

Print Name of Participant

SIGNATURE OF PARENT OR GUARDIAN IF PARTICIPANT IS LESS THAN 18 YEARS OLD:

The undersigned irrevocably grants permission and consents to the Participant's participation in the Retreat at the Location described in the foregoing Liability Waiver and Release.

Signature of Parent/Guardian

Print Name of Parent/Guardian

Phone number (for use in emergencies)