

**OXNARD PERFORMING ARTS CENTER CORPORATION
800 HOBSON WAY, OXNARD, CA
WAIVER, RELEASE, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

Volunteer Legal Name: PRINT: _____

Volunteer Address: PRINT: _____

I, _____ "Volunteer" do hereby represent that I am authorized to provide the waiver, release, assumption of risk and indemnity representations stated herein and all the information provided is accurate. I have been given permission by the OXNARD PERFORMING ARTS CENTER CORPORATION to participate as a Volunteer.

As a Volunteer, I acknowledge, accept and agree that the CITY OF OXNARD, STERLING VENUE VENTURES, and OXNARD PERFORMING ARTS CENTER CORPORATION are providing space and/or facilities for me to set up a Participant/Instructor area and such space and/or facility is being provided "AS IS."

As a condition of participating as a Volunteer hereby releases the City of Oxnard, Sterling Venue Ventures and the Oxnard Performing Arts Center Corporation, its officials, officers, directors, employees, agents, volunteers, and sureties, and each of them, and agrees to indemnify and hold the City of Oxnard, Sterling Venue Ventures and the Oxnard Performing Arts Center Corporation, its officials, officers, directors, employees, agents, volunteers, and sureties harmless from and against any and all loss, liability, damage (including personal property), including but not limited to reasonable attorney, consultant and expert fees and/or court costs, directly or indirectly arising out of or in connection with Volunteer's participation, except for the gross negligence and willful misconduct of the City of Oxnard, Sterling Venue Ventures and the Oxnard Performing Arts Center Corporation, its elected officials, officers, directors, employees, agents and designated volunteers. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the conclusion of Volunteer's participation.

The duty to defend is a separate and distinct obligation from Volunteer's duty to indemnify. Volunteer shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Volunteer of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Volunteer from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Volunteer asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Volunteer may submit a claim to Oxnard Performing Arts Center for reimbursement of reasonable attorneys' fees and defense costs.

I HAVE CAREFULLY READ THIS ENTIRE DOCUMENT AND UNDERSTAND ITS TERMS AND THEIR LEGAL SIGNIFICANCE. THIS WAIVER, RELEASE AND INDEMNIFICATION IS FREELY AND VOLUNTARILY GIVEN WITH THE UNDERSTANDING THAT RIGHT TO LEGAL RECOURSE AGAINST THE CITY OF OXNARD, STERLING VENUE VENTURES, AND THE PERFORMING ARTS CENTER CORPORATION IS KNOWINGLY GIVEN UP IN RETURN FOR ALLOWING MY PARTICIPATION AS A VOLUNTEER. MY SIGNATURE IS INTENDED NOT ONLY TO BIND MYSELF, BUT ALL SUCCESSORS, HEIRS, REPRESENTATIVES, ADMINISTRATORS, AND ASSIGNS. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE.

Signature of Volunteer

Date

PACC Representative
Witness

Date