



Chaparral Artists Waiver of Liability



1. In consideration for receiving permission to exhibit at the AquaFit (previously named the Center for Healthy Generations); I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Chaparral Artists, Inc. or AquaFit. The Chaparral Artists, Inc. and AquaFit, their officers, agents, or employees (hereinafter referred to as Releases) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, or upon the premises where the activities are being conducted, regardless of whether such loss is caused by the negligence of the Releases, or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest allowed by law.
2. I hereby agree to indemnify and hold harmless the Releases from any loss, liability, damage, or costs, including court cost and attorneys' fees that Releases may incur due to my participation in said activities, whether caused by negligence of Releases or otherwise, to the fullest extent allowed by law.
3. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge, and Covenant not to sue the above named Releases. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California and that any mediation, suit, or other proceeding must be filed or entered into only in California and federal or state courts of California. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

In signing this agreement, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed: no oral representations, statements, or inducements, apart from the foregoing written agreement have been made: I am at least eighteen (18) years of age and fully competent: and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have signed the Waiver and Agreement under seal on this date:

WITNESS

PARTICIPANT

QUANTITY

DATE

Please consider donating 10 percent to AquaFit for any sales made during the display of your art at this venue. We appreciate their continued support. Thank you!