

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR VOLUNTEERS

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY OF THE ACTIVITIES OFFERED BY THE TEMECULA VALLEY BALLOON AND WINE FESTIVAL ASSOCIATION ("TVBWFA"), A CALIFORNIA NONPROFIT CORPORATION, INCLUDING, BUT NOT LIMITED TO, PROVIDING COMMUNITY SERVICE DURING THE TEMECULA VALLEY BALLOON AND WINE FESTIVAL, OR PARTICIPATION IN ANY ASSOCIATED TRAINING OR OTHER ACTIVITIES, I HEREBY AGREE TO THE FOLLOWING:

1. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE TVBWFA, its directors, officers, employees, and agents (hereinafter referred to as "Releasees"), from all liability for any loss, damage, or claim, or demands therefor, on account of any injury to my person or property or resulting in my death, whether caused by the negligence of the Releasees or otherwise, while I am in, upon, or about the premises or any facilities or equipment or participating in any activity or training being conducted by or for the benefit of TVBWFA.

2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, and each of them, from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about any property or equipment being utilized by TVBWFA, or while participating in any activities or training, whether caused by the negligence of the Releasees or otherwise.

3. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, whether due to the negligence of Releasees or otherwise, while in, about or upon any premises or equipment being used by TVBWFA, or while participating in any associated activity or training.

4. The releases stated herein and the terms of this Release and Waiver of Liability and

Indemnity Agreement shall be binding on any personal representative, assigns, heirs or next of kin of mine.

5. I acknowledge, understand and declare that, to the best of my knowledge, I am in good physical condition and have no disease or injury that would be aggravated by participating as a volunteer.

6. I understand that I am forbidden to solicit or accept any monetary gratuities in the course of my volunteer activities for TVBWF and agree not to do so.

7. By agreeing to be a volunteer, I will perform my assignments in a professional and courteous manner and shall keep confidential all information revealed to me.

8. I further expressly agree that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

9. I agree to submit to a criminal background check if I am volunteering for service in the following areas: driver, server of alcohol, or children's faire. I understand that I should not volunteer in these areas if I have been convicted of DUI, spouse abuse or child abuse in the past.

10. BY ACCEPTING THIS AGREEMENT AND SUBMITTING MY APPLICATION TO TVBWFA, I HEREBY WARRANT THAT I HAVE READ AND VOLUNTARILY SIGN AND ACCEPT THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, that I am at least 18 years of age as of the date of this Agreement is accepted, I have provided accurate information to TVBWF in my Application, and I further agree that no oral representations, statements or inducement, apart from the foregoing written agreement, have been made.