

**RELEASE AND WAIVER OF LIABILITY  
FOR A POTENTIALLY DANGEROUS ACTIVITY  
AND AGREEMENT TO ASSUME ALL RISK  
AND PHOTO RELEASE**

WHEREAS, Salinas Valley Memorial Hospital Foundation (“Foundation”) is the owner/operator/sponsor of an activity, which involves the display and driving of classic automobiles in an event commonly known as Cherry’s Jubilee Revival, (the “Activity”) and is willing to permit the individuals (the “Invitees”) signing this Agreement to participate in the Activity, upon the terms and conditions of this Agreement. The Foundation and Invitees may be collectively referred to as (the “Parties”).

In consideration for being provided the ability to participate in the Activity each person signing below hereby stipulates and agrees:

- 1. Assumption of Risk.** I understand and acknowledge that the Activity I want to participate in may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the Activity may not be supervised and that the Foundation does not provide medical services. I further acknowledge that any injury I may sustain while participating in the Activity may be compounded by negligent or delayed medical service or negligent or delayed assistance by the Foundation. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY PARTICIPATION IN THE ACTIVITY, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF THE FOUNDATION.
- 2. Release from Liability.** I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Foundation and its affiliates, including Salinas Valley Memorial Healthcare Systems, and their respective officers, directors, trustees, governors, employees, agents, representatives and volunteers (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my participation in the Activity, whether caused by the negligence of the Foundation or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability for a Potentially Dangerous Activity is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while participating in the Activity.
- 3. Covenant Not to Sue.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while participating in the Activity.

- 4. Indemnification.** I hereby agree to defend, indemnify and hold harmless Foundation and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my participation in the Activity.
- 5. Medical Treatment Release.** I hereby authorize the Foundation to secure, and I consent to, any medical treatment that may be given to me should the Foundation determine, in its sole discretion, that I need medical care, as a result of my participation in the Activity. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.
- 6. Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I use during the Activity, and that the Foundation will not be responsible for or provide any security for my property and personal belongings.
- 7. No Representations by Foundation.** I acknowledge that Foundation makes no representation as to the safety of the Activity. I acknowledge and agree that I am not relying upon any representation or statement by the Foundation or the Foundation's employees, agents, sponsors, or representatives regarding this agreement or Activity, except to the extent such representations are expressly set forth in this agreement.
- 8. Photo Release.** I further consent to photographs of myself and my personal property being taken as I participate in the Activity and to the use of said photographs by the Foundation to publicize the Activity and the general work of the Foundation and its affiliates, including Salinas Valley Memorial Healthcare System.
- 9. Governing Law and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Monterey County, California.
- 10. Waiver.** No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.
- 11. Survival.** Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

**12. Compliance with Laws.** In the performance of the terms of this Release and Waiver of Liability agreement and the conduct of the Activity, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.

**13. Severability.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**14. Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

**15. I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS ON MINE, INCLUDING THE RIGHT TO SUE THE FOUNDATION. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.**

\_\_\_\_\_  
Invitee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Invitee's Printed Name

\_\_\_\_\_  
Witnessed by (Print Name)

\_\_\_\_\_  
Witness Signature