

## Participant Waiver and Hold Harmless Form – San Diego Computer-Using Educators

Company Name of Vendor: \_\_\_\_\_

In consideration for agreeing to participate in the San Diego Computer Using Educators (SDCUE) Technology Fair, as a vendor, to be held at the El Cajon Valley High School in Grossmont Union High School, Friday October 23rd and Saturday October 24<sup>th</sup>, 2009 (herein referred to as the ACTIVITY), will be carried out on the Grounds of the Grossmont Union High School District (herein referred to as the HOST/ RELEASEES).

I hereby **release, waive, discharge, and covenant not to sue, and agree to hold harmless** for any and all purposes the HOST/ RELEASEES, including but not limited to, the Grossmont Union High School District, their School Board, their officers, servants, agents, volunteers or employees **from any and all liabilities, claims, demands, or injury, including death**, that may be sustained by me while participating in this activity, or while on the premises owned or leased by the host/releases.

I acknowledge that there may be physical activities involved (setting up booths and tables, caring supplies back and forth from a parking area to the venter area, basic set-up of booth areas including the lifting of heavy objects), and I know of no medical reason why I should not participate. I further stipulate that I will conduct my vendor activities in a safe manner, to avoid injury on the premises.

(Initial) \_\_\_\_\_ I am fully aware that there are inherent risks involved with the activity.

(Initial) \_\_\_\_\_ I certify to conduct my participation in this event in the safest possible manner.

(Initial) \_\_\_\_\_ Knowing this information, I choose to **voluntarily participate** in the activity with full knowledge that the activity may be hazardous to myself and/or my property. **I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death**, that may be sustained by me as a result of participating in the activity. I further agree to indemnify and hold harmless the host/releases for any loss, liability, damage or costs, including court costs and attorney's fees, which may occur as a result of my participation in the activity.

(Initial) \_\_\_\_\_ I understand that the host/releases do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my company and personal insurance coverage.

(Initial) \_\_\_\_\_ It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of California.

(Initial) \_\_\_\_\_ In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed. I acknowledge and represent that no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Vendor Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Local Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Local Phone: (\_\_\_\_) \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

In case of emergency, contact \_\_\_\_\_

at the following number (\_\_\_\_) \_\_\_\_\_

Completed and signed forms with hand signature must be mailed in to the SDCUE/SDSEA Vendor Coordinator, Chuck Abel **by October 17, 7 days** before October 24<sup>th</sup> Tech Fair event - Activity. Originals will be forwarded to the HOST/RELEASEES' designated agent. The SDCUE/SDSEA Vendor Coordinator of the activity will retain copies of completed forms on site.