

City of Auburn/ Auburn Aviation Association
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

The undersigned acknowledges the by observation of the premises, facilities and equipment the undersigned finds and accepts same as safe and reasonable suited for his/her use.

IN CONSIDERATION OF BEING PERMITTED TO USE *THE CITY OF AUBURN MUNICIPAL AIRPORT FACILITIES* FOR THE PARTICIPATION IN *THE 2008 AUBURN AIR FAIR /FLY-IN*, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- **The City of Auburn requires each vendor to submit a “certificate of liability insurance” for \$1mil general commercial liability naming the City of Auburn and the Auburn Aviation Association as additional insured.**
- THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the City of Auburn, its directors, officers, employees and agents, nor to sue the Auburn Aviation Association, its directors, officers and members (herein-after referred to as “releasees”) and releases same from liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any loss or damage, injury or death of the undersigned, whether caused by negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein.
- THE UNDERSIGNED HEREBY AGREES 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 the AUBURN MUNICIPAL AIRPORT premises or in any way observing or using any facilities or equipment of the CITY OF AUBURN whether caused by the negligence of the releasee or otherwise.
- THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasee or otherwise while in, about or upon the premises of the AUBURN MUNICIPAL AIRPORT and/or while using the premises or any facility or equipment hereon.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER 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.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Date _____

I HAVE READ THIS RELEASE AND AM IN COMPLETE AGREEMENT

Signature of Event Participant