

Version – June 26 2013

**WAIVER AND RELEASE OF ALL CLAIMS FOR Attendance/ Volunteering/ Participation @  
DeHavilland Cox Neighborhood Block Party  
August 18, 2013// 4pm to 6:30pm**

*Please read this form carefully and be aware that by attending/ volunteering/enrolling you/ your child in the above program, you will be waiving and releasing certain claims*

**ASSUMPTION OF RISKS**

In participating in the above event, I acknowledge hereby, of my own free will and without inducements, promises or statements other than those contained in this Agreement, I am solely responsible for any certain risks of physical injury; and I agree to assume the full risk of any nature, whatsoever for any death, any injuries, damages or loss of property, and the person and the property of others, which me / my child / my extended family may sustain as a result of attending/ volunteering/participating in any and all activities connected with or associated with such a program.

**Waiver and Release OF ALL CLAIMS**

I for myself, or on behalf of my child and for my heirs, representatives, assigns, successors and administrators, hereby express release and agree to waive and relinquish all claims I or my child and extended family may have as a result of my attending/ volunteering/participating at this event, against **DeHavilland Cox Neighborhood Block Party 2013 Organizing Committee** and the neighbors of Anza Drive (the party location) and its officers, agents, servants and employees from any and all claims from injuries, damage or loss which may have or which accrue to me or my child on account of attending/ volunteering/participating in the program.

I also understand that food at this event is pot-luck, and the consumption of such food is based on my desire and inclination. I agree to waive and relinquish all claims I or my child and extended family may have, as a result of food issues during my attendance, participation or volunteering against **DeHavilland Cox Neighborhood Block Party 2013 Organizing Committee** and the neighbors of Anza Drive (the party location) and its officers, agents, servants and employees from any and all claims from injuries, damage or loss which may have or which accrue to me or my child on account of participation in the program.

I further agree to indemnify and hold harmless and defend **DeHavilland Cox Neighborhood Block Party 2013 Organizing Committee** and the neighbors of Anza Drive (the party location) and its officers, agents, servants and employees from any and all claims sustained by me or my child, arising out of, connected with, or in any way associated with the activities of the program. Any controversy or claim arising out of or relating to this contract, or a breach thereof, shall be determined by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules. San Jose, CA will be the venue of resolution of all disputes.

**Convenant Not to Sue**

I agree never to institute any suit or action at law or otherwise against **DeHavilland Cox Neighborhood Block Party 2013 Organizing Committee** and the neighbors of Anza Drive (the party location) and its officers, agents, servants and employees, or to assist in the persecution of any claim for damages or any cause of action which I may have by reason of injury to my person or any property, arising from the attendance/ volunteering/participation at this event. I further expressly agree that I will never raise any claim against **DeHavilland Cox Neighborhood Block Party 2013 Organizing Committee** and the neighbors of Anza Drive (the party location) and its officers, agents, servants and employees regardless of the nature of the injury or damage. I further agree that my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf shall not institute any suit or action at law or otherwise against **DeHavilland Cox Neighborhood Block Party 2013 Organizing Committee** and the neighbors of Anza Drive (the party location) and its officers, agents, servants and employees, not shall they initiate or assist in the prosecution of any claim for damage or cause of action.

I have read the terms and conditions towards my attendance/ volunteering/participation at the DeHavilland Cox Neighborhood Block Party 2013 and am in absolute agreement. My presence at the block party implies acceptance and agreement.