



2023 Release from Liability, Indemnification & Photo Release

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Festival of Arts Laguna Beach ("Festival"), and its parents, subsidiaries, officers, directors, employees, agents, affiliates, donors, sponsors, successors, and assigns (collectively, "Releasees"), on account of injury, accident, death, or property damage arising out of or attributable to my participation in the Festival's Wine and Painting Workshop ("Workshops") whether arising out of the negligence or recklessness of Festival or any Releasees or otherwise. I covenant not to make or bring any such claim against Festival or any other Releasee, and forever release and discharge Festival and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless Festival and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against the Releasees in a final non-appealable judgment, arising out or resulting from any claim of a third party related to the Workshops.

This Agreement constitutes the sole and entire agreement of Festival and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of Festival and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FESTIVAL AND THE RELEASEES.

In exchange for my participation in Festival programs, which is good and valid consideration for my grant of permission herein, I hereby grant permission to Festival the right to photograph me and/or use my picture, silhouette and other reproductions of my physical likeness (as the same may appear in any still camera photograph, video or other electronic imaging and/or motion picture film) and any sound recordings of my voice ("Likeness"), in the Festival's advertising, educational and promotional materials used in connection with its business. I understand and agree that my Likeness may be used in any form of media that currently exists or which may exist in the future.

By signing below, I acknowledge and agree that the Festival, its directors, officers, employees, agents, assigns and controlled and controlling persons are further released from any and all liabilities, obligations and/or claims arising out of or in connection with the use of my Likeness as set forth herein. This release shall remain in full force and effect until the Festival's receipt of a written revocation by me or my authorized representative.

I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE.

Print Name _____

Signature _____

Date _____