



**LAGUNA WOODS VILLAGE COMMUNITY CENTER ARTWORK
HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY AND INDEMNITY
AGREEMENT**

I, _____ WARRANT AND AGREE AS
FOLLOWS:

I AGREE THAT USE OF THE COMMUNITY CENTER FACILITIES TO DISPLAY ARTWORK ARE UNDERTAKEN BY ME AND AT MY SOLE RISK AND I AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF LOSS, BODILY INJURY, SICKNESS, AND PROPERTY DAMAGE.

I AGREE TO HOLD HARMLESS, RELEASE, WAIVE LIABILITY, DEFEND, COVENANT NOT TO SUE, AND FOREVER DISCHARGE Golden Rain Foundation of Laguna Woods, Village Management Services, Inc., and their officers, directors, partners, employees, agents, volunteers, servants, sponsors, invitees, independent contractors, and assigns (hereafter GRF Releasees) from and against any and all present and future liability, claims, financial losses, lawsuits, demands, actions, damages, expense and causes of action whatsoever, including attorneys' fees and costs, arising out of, or related to, any loss, bodily injury, sickness, and damage to property or loss of use, that may be sustained by me or to any property belonging to me, or that may be made by me, my representatives, family, estate, heirs or assigns, related to my use of the Community Center Facility to display artwork, INCLUDING THOSE ARISING OUT OF ANY ACTIVE OR PASSIVE NEGLIGENCE OF RELEASEES, EXCEPT THAT WHICH ARISES FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES. ADDITIONALLY, I AGREE TO INDEMNIFY, DEFEND AND HOLD GRF Releasees absolutely harmless from all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property, arising out of or in any way connected with my or others use of the Community Center Facilities, including those arising out of any active or passive negligent act or omission of GRF Releasees, except that which arises out of the gross negligence or willful misconduct of GRF Releasees.

I AGREE THAT THIS HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF CALIFORNIA, and that if any portion is ruled invalid, the balance shall continue in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THIS HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT, which shall remain in effect for the duration of my use of the Community Center Facility to display artwork, and agree that no oral agreements, representations, statements or inducements apart from this written agreement have been made.

I REPRESENT AND WARRANT THAT I AM FULLY COMPETENT TO EXECUTE THIS AGREEMENT, THAT I HAVE READ THIS AGREEMENT, AND THAT I UNDERSTAND THAT IT LIMITS THE LIABILITY OF THE RELEASEES AND WAIVES ANY CLAIM FOR ANY INJURY I MAY SUSTAIN, OR LOSS OF, OR DAMAGE TO, MY PROPERTY IN CONNECTION WITH THE USE OF THE COMMUNITY CENTER FACILITY.

Dated: _____

Name: _____
(Please Print)

(Signature)