



Santa Barbara Eastside Society

RELEASE and CONSENT AGREEMENT

This Release and Consent Agreement (“Release”) is being signed by me as my agreement for allowing me to participate in the 2024 Milpas Street Holiday Parade. In as such, I hereby release, waive and forever discharge all claims, obligations, demands, actions, causes of action, and suits against Santa Barbara Eastside Society and any of its affiliated, related, or subsidiary entities, and each of their managers, employees, contractors, volunteers, agents, representatives, successors, and assigns, and all other persons or entities acting for or on their behalf, (collectively, “Releases”) from and against any and all damages, losses, costs, expenses, injuries, and all other liabilities of every kind or nature (“claims”) that I have or may have against Releases, in law, equity or otherwise, whether or not known or contemplated at the time this Release is executed, that arise out of, result from, or are in any way related to or connected with my Participation, and/or products and/or services relating to or connected with my Participation, whether such claims are or may be caused by any negligent acts or omissions of the Releases or of any person taking instructions from them. I recognize that my Participation is inherently dangerous and I hereby assume all risks of personal and/or bodily injury that I may sustain, or other liability that may inure to me, arising out of, relating to or resulting from my Participation and/or any products or services that may be provided by Releases (including, but not limited to, injuries sustained before, during, or after organized Participation or which I sustain on my own or with others while practicing on or off Santa Barbara Eastside Society premises).

I understand and acknowledge that my Participation may not be appropriate (and could be harmful) if I am pregnant or have other physical or mental health issues. I certify that either I have received the approval of my physician for my Participation or I knowingly have decided to refrain from seeking my physician’s advice. I hereby assume any and all risk involved in or arising from my Participation and/or my presence at Santa Barbara Eastside Society’s premises, including, without limitation, the risk of bodily injury resulting from collision between myself and another person or any stationary object or the negligent or deliberate act of another person. As lawful consideration for Releases permitting my Participation, I hereby agree to release the Releases from any and all legal liability, and I further covenant not to sue any or all of the Releases. I agree that this Release will serve as a release and assumption of risk for my heirs, executors, administrators and family members.

I understand that from time to time Santa Barbara Eastside Society may photograph or film persons for use in marketing, publicity, social media and the like. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby authorize Santa Barbara Eastside Society to use my name, picture, signature, and/or likeness during my time as a member or at any time thereafter. This authorization includes the right of Santa Barbara Eastside Society to publish, reproduce, distribute, broadcast, televise, and/or otherwise use any still or moving photographic or sound recording of me, in whole or in part (the “Performance”), including, but not limited to, any statement or endorsement (including any letter or photograph) or any portions thereof (the “Testimonial”) made by me regarding or related to Solid Foundations in such manner, for such purposes, and with such frequency as Solid Foundations shall determine in its sole discretion without compensation or further consideration to me and without further authorization by me. I further acknowledge that the Performance and/or the Testimonial shall constitute the sole property of Santa Barbara Eastside Society.

I hereby waive all rights of inspection or approval with regard to any recording, taping, reproduction, broadcast, proposed printed, audio, or video publication and/or other use of the Performance and/or Testimonial.

I, on behalf of myself and my heirs, executors, administrators, and assigns hereby release, waive, and forever discharge all claims, obligations, demands, actions, causes of action, suits, damages, losses, costs, expenses, injuries, and all other liabilities of every kind or nature that I have, may have, or may claim to have against Releases, whether in law, in equity, or otherwise, and whether known or contemplated at the time this Release is executed, that arise out of, result from, or are in any way related to or connected with the Performance and/or Testimonial, including, but not limited to, claims based on right of privacy, right of publicity and celebrity, copyright, use of voice, use of name, and use of likeness.

I have carefully read this Release, I thoroughly understand its terms and meaning, and I voluntarily sign this document as my own free act. I am either over 18 years of age and am free and competent to execute this Release or, if participant is under 18 years of age, the minor’s parent or legal guardian executes this Release on minor’s behalf.

