

ROCKLIN MINI MAKER FAIRE | WAIVER AND PHOTO RELEASE

All Makers, presenters, and exhibitors must sign this form and return before participating in any of the activities.

CITY OF ROCKLIN

RELEASE & INDEMNITY: In consideration for being permitted by the City of Rocklin to participate in the above activity(ies), I hereby waive, release and discharge any and all claims for damages for personal injury, death, or property damage which I or my child (if participating) may have, or which hereafter accrue to me, or my child, against the city as a result of my or my child's participation in the activity(ies). This release is intended to discharge the city, its officers, officials, employees and volunteers, and any other involved public agencies from and against any and all liability arising out of or connected in any way with my or my child's participation in the activity, even though that liability may arise out of negligence or carelessness on the part of the persons or public agencies mentioned above. I further understand that accidents and injuries can arise out of the activity(ies); knowing the risks, nevertheless, I hereby agree to assume those risks and to release and hold harmless all of the persons or agencies mentioned above who (through negligence or carelessness) might otherwise be liable to me, or my child (or my or my child's heirs or assigns) for damages. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my and my child's heirs and assigns. In addition, I agree to indemnify and to hold harmless the city and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of my or my child's participation in the activity(ies) described above, caused in whole or in part by my and my child's negligent act, except where caused by the willful misconduct of the city.

I hereby grant to the City of Rocklin the absolute and irrevocable right and permission to use, reuse, and publish all pictures of me or my child taken in the course of City of Rocklin business. I fully understand that I hold no control over the use of the image (s) of which I or my child is a part. Further, I grant to the City of Rocklin, and those who the City assigns, the right to use me or my child's name, if necessary. I hereby release the City of Rocklin from any and all claims and demands arising out of, or in connection with, the use of the photograph, including any claims of libel. This authorization and release shall also apply to those working with or in connection with the City of Rocklin, as well as the person (s) who took the photograph (s). I have fully read the foregoing and completely understand the contents.

MAKE

RULES and LAWS: You agree to comply with all applicable laws, the Maker Manual, and any other requirements, and/or rules issued by us in connection with Maker Faire. You're responsible for obtaining any permissions required for your performance, distribution, or posting of copyrighted material; for obtaining any necessary licenses and permits; and for payment of all taxes (including sales and use taxes), license fees, or other charges applicable to your participation in Maker Faire. We may terminate this Agreement and/or your participation in Maker Faire if you violate this Agreement, or the standards of conduct established by us or by the venue proprietor.

LIMITATIONS ON LIABILITY — INDEMNITY: You agree that we will not be liable in any way to you if we cancel Maker Faire. You waive any claim or potential claim against us if Maker Faire is cancelled, and release us from any resulting or related liability, cost, expense, or damage. Neither you, nor we, our affiliates, or the venue proprietor (collectively, the "Event Providers") will be liable for lost profits or other indirect, incidental, consequential, or exemplary damages in connection with Maker Faire and/or this Agreement, whether or not such Event Provider or you have been advised of the possibility of such damages or lost profits. No Event Provider shall be liable to you for any damage, loss, harm, or injury to your person, property, or business, or any of your visitors, officers, agents, or employees, resulting from theft, fire, earthquake, water, unavailability of facilities, any errors or omissions in Maker Faire-related materials, insufficient participation, accident, or any other reason in connection with Maker Faire or related activities (such as staging), except to the extent directly attributable to our willful misconduct or gross negligence. You agree to indemnify, and hold harmless the Event Providers from and against any claim, cost, expense, loss, liability, or damage incurred as the result of any third-party claim based on (i) your construction or maintenance of an unsafe Exhibit, and/or (ii) your (or your agent's) negligence or willful misconduct, and/or (iii) your material breach of this Agreement.

PHOTO/VIDEO MODEL RELEASE: I hereby give permission to Sierra College and the Sierra College Photographer/Videographer to use my name and likeness in all forms and media for advertising, trade, and any other lawful purposes. I understand that I will receive no monetary payment now or in the future for the reproduction of these photographs.

CBS TELEVISION STATIONS

GRANT OF RIGHTS/RELEASE: I hereby consent and agree that CBS 13 KOVR, CW 31 KMAX, CBS Television Stations Group and any other television stations and/or television cable systems ("Broadcasters") to which CBS 13 KOVR and CW 31 KMAX sees fit to distribute television programs, parts of television programs or promotional advertising messages, may use electronic or mechanical reproduction of my likeness or voice for broadcast and/or promotional advertising purposes; that the Broadcasters may distribute same by any method now known or later discovered anywhere in the world in perpetuity; that the Broadcasters may broadcast my name and information about me on the air; and that the Broadcasters may edit the pictures and recordings of me as they wish. I hereby release the Broadcasters, their agents, parent companies and affiliates from any liability for same.

USE OF RIGHTS/NO REVOCATION: I understand that the Broadcasters are not obligated to use any of the rights granted. I know the Broadcasters will incur expenses in reliance on this Release so I will not revoke it.

ENTIRE RELEASE: In signing this Release, I have not relied on any representations or other statements that are not contained therein. I further agree that no oral agreements are binding on CBS 13 KOVR and/or CW 31 KMAX unless and until reduced to writing and signed by a representative of CBS 13 KOVR and/or CW 31 KMAX.

I HAVE CAREFULLY READ THE ABOVE RELEASE & INDEMNITY AGREEMENT AND PHOTO RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY THE CITY AND I SIGN IT OF MY OWN FREE WILL.

Date _____ Maker #/Project Name _____

Sign _____ Print Name _____