

**PARENT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR
VOLUNTEERS**

IN CONSIDERATION OF MY CHILD BEING PERMITTED TO PARTICIPATE IN ANY OF THE ACTIVITIES OFFERED BY THE TEMECULA VALLEY BALLOON AND WINE FESTIVAL ASSOCIATION ("TVBWFA"), A CALIFORNIA NONPROFIT CORPORATION, INCLUDING, BUT NOT LIMITED TO, PROVIDING COMMUNITY SERVICE DURING THE TEMECULA VALLEY BALLOON AND WINE FESTIVAL, OR PARTICIPATION IN ANY ASSOCIATED TRAINING OR OTHER ACTIVITIES, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING ON MY BEHALF AND ON BEHALF OF MY MINOR CHILD:

1. I, AS MY CHILD'S PARENT AND/OR LEGAL GUARDIAN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE TVBWFA, its directors, officers, employees, and agents (hereinafter referred to as "Releasees") from any and all liability for any loss, damage, or claim, or demands therefor, on account of any injury to the person or property or resulting in death of my Child, whether caused by the negligence of the Releasees or otherwise, while my Child is in, upon, or about any premises, property, equipment or any facilities being used by TVBWFA or participating in any associated activity or training conducted by or for TVBWFA.

2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, and each of them, from any loss, liability, damage or cost they may incur due to my Child's presence in, upon or about any premises, property or equipment being used by TVBWFA, or in my Child's participation in activities or training by TVBWFA, whether caused by the negligence of the Releasees or otherwise.

3. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to my Child, due to the negligence of Releasees or otherwise, while in, about or upon any premises, property or equipment being used by

TVBWFA, and/or while participating in any related activity or training.

4. The releases stated herein and the terms of this Release and Waiver of Liability and Indemnity Agreement shall be binding on any personal representative, assigns, heirs or next of kin of my Child.

5. I acknowledge, understand and declare that, to the best of my knowledge, my Child's in good physical condition and has no disease or injury that would be aggravated by participating as a volunteer.

6. I understand that my Child is forbidden from soliciting or accepting any monetary gratuities in the course of his/her volunteer activities for TVBWF.

7. By agreeing that my Child may act as a volunteer, he/she will perform his/her assignments in a professional and courteous manner and shall keep confidential all information revealed to my child.

8. I further expressly agree that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

9. I further expressly agree that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

10. BY ACCEPTING THIS AGREEMENT AND SUBMITTING MY CHILD'S APPLICATION TO TVBWFA, I HEREBY WARRANT THAT I HAVE READ AND VOLUNTARILY SIGN AND ACCEPT THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and I further agree that no oral representations, statements or inducement, apart from the foregoing written agreement, have been made.