

2025

Traci's Paws, Unleash the Holiday Cheer Release and Waiver of Liability Agreement for Event Guests, Participants, Vendors & Volunteers

RELEASE AND WAIVER OF LIABILITY AGREEMENT I, ("Participant"), acknowledge that I will be participating as an Event Guest, Participant, Vendor, or Volunteer, and any activities at Traci's Paws, Inc.

Unleash the Holiday Cheer event at NTC Park, Field I, located at 2455 Cushing Rd. San Diego, CA 92106.

I AM AWARE OF COVID-19, RSV, AND ALL AIRBORNE ILLNESSES. I AM AWARE OF ANY DIRECTIVES, AND GUIDELINES (COLLECTIVELY "DIRECTIVES"), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, SOCIAL DISTANCING, AND THE USE OF FACE MASKS IN PUBLIC LOCATIONS. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I agree that by placing an RSVP or ordering a ticket, whether as an Event Guest, Participant, Vendor, or Volunteer, whether paid or free, I am releasing all damages and liabilities from Traci's Paws, Inc.

I acknowledge that submitting an RSVP and ordering a ticket, whether paid or free, as an Event Guest, Participant, Vendor, or Volunteer constitutes the same as signing a waiver. I forever release Traci's Paws, Inc. along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I'm also aware there will be event photography and videography at Unleash the Holiday Cheer, and give Traci's Paws, Inc. permission to use my likeness in a photograph or video in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of Traci's Paws, Inc. and will not be returned.

I hereby irrevocably authorize Traci's Paws, Inc. to edit, alter, copy, exhibit, publish, or distribute photos or videos in which I may appear for purposes of publicizing programs or for any other lawful purpose by Traci's Paws, Inc. In addition, I waive the right to inspect or approve the finished product, including a written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge Traci's Paws, Inc. from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND TRACI'S PAWS, INC., AND I WILL RSVP, ORDER TICKETS, OR ATTEND AS A GUEST, PARTICIPANT, VENDOR, OR VOLUNTEER TO UNLEASH THE HOLIDAY CHEER OF MY OWN FREE WILL.