

## WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Name of Event: Catalytic Converter Theft Prevention Event  
Date and Time of Event: April 24, 2021, 8:00 a.m. to 12:00 p.m.  
Location of Event: Neil's Express Automotive (700 S. Garfield Ave. Alhambra, CA 91801)

I, \_\_\_\_\_, the undersigned Participant, certify that I am 18 years of age or over. I request and consent to participate in the above-referenced event ("Event"). I certify and represent that I am aware of no medical condition or physical or mental impediment that I have that would endanger me when participating in the Event. I understand that the Event involves the risk of accident and bodily injury, death, or property damage to me, and I agree to assume such risks. I understand and acknowledge that my participation in the Event involves the etching, by City and/or a City Party (as defined below), of a serialized number determined by APD (as defined below) on the catalytic converter of my vehicle for the purpose of helping prevent theft of the catalytic converter, and that my vehicle will need to be mechanically raised or lifted to facilitate such etching. I represent and warrant that I am the owner of the vehicle I bring to the Event, and I hereby consent to the etching of the license plate number by on such vehicle, including the mechanical raising or lifting of my vehicle by Neil's Express Automotive and Promax Motorsports (as defined below) for such purpose. I understand that notwithstanding any such etching, my participation in the Event does not guarantee that my vehicle or the catalytic converter will not be stolen, nor does it guarantee that my vehicle or catalytic converter will be recovered if stolen.

I also understand that an inherent risk of exposure to COVID-19 exists in any public space where people are present, including with respect to participation in the Event. I acknowledge that COVID-19 and any variant thereof is an extremely contagious disease that can lead to severe illness and death. I voluntarily assume all risks of exposure to COVID-19 related to my participation in the Event, and I assume sole responsibility therefor and agree to hold harmless (i) the City of Alhambra, its officers (elected and appointed), agents and employees (collectively, "City" and individually, "City Party"), (ii) the Alhambra Police Department its officers (elected and appointed), agents and employees (collectively, "APD" and individually, "APD Party"), and (iii) Neil's Express Automotive and Promax Motorsports, its officers, directors, agents and employees (collectively "Neil's Express Automotive and Promax Motorsports" and individually "Neil's Express Automotive and Promax Motorsports") in connection therewith. I am voluntarily seeking to participate in the Event notwithstanding these risks, and I acknowledge that I must comply with all applicable all applicable federal, state, and local laws, rules, and regulations, and all applicable policies, guidelines and recommendations from federal, state and local public health authorities, including wearing face coverings, related to preventing the spread of COVID-19 in connection with my participation in the Event, and I further acknowledge that even where I am in full compliance with such laws, rules, regulations, policies, guidelines, and recommendations, there is no guarantee that I will not become infected with COVID-19 or any variant thereof in connection with my participation in the Event.

In consideration for my participation in the Event, I hereby waive, release and discharge (i) the City and each City Party, (ii) APD and each APD Party, (iii) Neil's Express Automotive, and Promax Motorsports and each Neil's Express Automotive and Promax Motorsports Party, from and against any and all claims or liabilities to me or any other person, including but not limited to claims or liabilities for bodily injury, illness, death, property damage, or failure to prevent theft of property, arising from or related in any way to my participation in the Event, including the negligence of the City, APD, Neil's Express Automotive and Promax Motorsports or any other participants in the Event, and I agree to waive my rights to make any such claims through any action or proceeding against (i) the City or any City Party, (ii) APD or any APD Party, or (iii) Neil's Express Automotive and Promax Motorsports or any Neil's Express Automotive and Promax Motorsports Party. However, I understand that this paragraph is not intended to release any party from any act or omission of "gross negligence."

In giving the foregoing release and waiver, I expressly waive any and all rights conferred upon me by the provisions of California Civil Code Section 1542, which I understand reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, that may arise from or relate in any way to my participation in the Event.

To the full extent permitted by law, I agree to hold and save harmless (i) the City and each City Party, (ii) APD and each APD Party, and (iii) Neil’s Express Automotive and Promax Motorsports and each Neil’s Express Automotive and Promax Motorsports Party from any and all actions, claims, proceedings, damages to persons or property, losses, costs, fees, expenses, forfeitures, penalties, obligations, errors, omissions or liabilities, whether actual or threatened, that may be asserted or claimed by any person, firm or entity (“Claims”) arising out of or in connection with my participation in the Event, and to defend and indemnify (i) the City and each City Party, (ii) APD and each APD Party, and (iii) Neil’s Express Automotive and Promax Motorsports and each Neil’s Express Automotive and Promax Motorsports Party from and against all Claims arising from my negligence or intentional misconduct in connection with my participation in the Event. This obligation shall be binding on my heirs, successors and assigns and shall not expire.

I hereby grant the City and APD the right to photograph or video-record me or my vehicle during or in connection with the Event, and to use my photographed or video-recorded likeness, and any image, silhouette, or reproduction of me, my voice or appearance, or my vehicle taken during or in connection with the Event (“Likeness”), for any purpose, including publicity and promotion of the City or APD or their respective events, and creation or production of materials in any form for such purpose, with no claim of entitlement to any license fee or royalty of any kind from the City, APD or Neil’s Express Automotive and Promax Motorsports. I hereby waive any right to the intellectual property of my Likeness. The rights granted by me hereunder shall not expire.

No oral representations, statements or inducements, apart from this written form, have been made with regard to the subject matter of this form. If any portion of this form is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect.

**By signing below, I acknowledge and represent that I have read and understand the above, and that I voluntarily agree to its terms.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Vehicle License Plate Number:** \_\_\_\_\_

**Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **Year:** \_\_\_\_\_