

**Release and Waiver of Liability, Assumption of Risk,  
and Photograph Release Agreement for Events**

**Participant's Name:** \_\_\_\_\_ (“Participant”)

**Description of Event:** \_\_\_\_\_  
\_\_\_\_\_ (“Event”)

**Date(s) of Event:** \_\_\_\_\_

**Office of Assemblymember Hosting Event:** \_\_\_\_\_

I, the Participant, voluntarily elect to participate in the Event, which is being conducted by the California State Assembly (“State”) through the office identified above. In consideration for being permitted to participate in the Event, I hereby acknowledge and agree to the following:

**COVID-19:** I understand the hazards of COVID-19 and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19 (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>). I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates. While participating in the Event, I agree to follow the most current CDC guidelines and to comply with any additional COVID-19 safety measures implemented by the State of California. In order to participate in the Event, I knowingly and voluntarily assume the risk of being exposed to, contracting, and/or spreading COVID-19.

**Ability to Participate:** I certify that I am in good health and in proper physical condition to participate in the Event. I certify that there are no health-related conditions or problems that may preclude my participation in the Event.

**Assumption of Risk:** I understand that participation in the Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. These risks include fatigue and exhaustion; minor injuries such as cuts, bruises, or sprains; and major injuries such as concussions, back injuries, broken bones, or even death. Despite these risks, I knowingly and voluntarily elect to participate in the Event and assume all risks, both known and unknown, regardless of whether the risk is caused by the negligence of the State, or its members, employees, agents, and any other person acting on behalf of the State (collectively, “Releasees”).

**Release and Waiver of Liability:** I, on behalf of myself and my personal representatives, heirs, executors, administrators, agents, and assigns, hereby release, waive, discharge, and covenant not to sue the Releasees for any liability, claim, action, loss, damage, cost, or expense whatsoever arising out of or related to any damage or injury, including death, that may occur as a result of my participation in the Event, including any damage or injury that may occur during my travel to and from the site at which the Event is conducted, and any damage or injury that may occur with

exposure, infection, and/or spread of COVID-19 that may occur due to my participation in the Event, regardless of whether the damage or injury is caused by the negligence of the Releasees.

**Photograph Release:** I grant the State permission to take photographs of me and to record me in any audio, audio-visual, or other media ("Photograph") in connection with my participation in the Event. I grant the State the nonexclusive, irrevocable right to use my name, voice, likeness, or image, as captured on or in the Photograph, in any form and for any legislative purpose.

**Choice of Law/Severability:** This Agreement shall be construed in accordance with the law of the State of California and it is intended to be as broad and inclusive as is permitted by law. If any portion of it is held invalid, the balance shall continue in full force and effect.

I have read this Agreement and fully understand and agree to its terms. I am aware that this Agreement includes a release and waiver of liability, an assumption of the risks, and a photograph release. I understand I have given up substantial legal rights by signing this Agreement. I sign freely and voluntarily without any inducement. I warrant that I am at least 18 years of age and fully competent to sign this Agreement, or, if not, that I have secured below the signature of my parent or legal guardian.

**Participant's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**If the Participant is under 18 years of age or under legal guardianship, the following section must be completed by the Participant's parent or legal guardian:**

I certify that I am the parent or legal guardian of the Participant. I have read this Agreement and fully understand and agree to its terms. By signing this Agreement, I, for myself and the Participant, (a) release, waive, discharge, and covenant not to sue the Releasees; (b) assume all potential risks of the Participant's participation in the Event; and (c) grant the State the right to photograph and record the Participant and use the Participant's name, voice, likeness, or image in any form and for any legislative purpose. I understand that by signing this Agreement I have given up substantial legal rights for myself and the Participant. I sign it freely and voluntarily without any inducement. I understand that I am responsible for the obligations and acts of the Participant as described in this Agreement. I agree that both I and the Participant are bound by the terms of this Agreement.

**Parent or Legal Guardian's Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_