

# LIABILITY WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT

## **Huntington Harbour Philharmonic Committee Cruise of Lights®**

In consideration of participating in the Huntington Harbour Philharmonic Committee Cruise of Lights® (“Event”), taking place on December 19-23, 2025, I, the undersigned participant (“Participant”), agree as follows:

1. Purpose. It is the purpose of this Liability Waiver, Release, and Assumption of Risk Agreement (“Agreement”) to exempt, waive, and release the Philharmonic Society of Orange County and Committees, any officers, employees, volunteers, officials, and agents (“Released Parties”) from any and all liability for personal injury, property damage, and wrongful death arising out of participation in the Event to the extent allowed by California law.

2. Assumption of Risk. I agree and consent that participation in the Event is voluntary and at each individual’s own risk. I acknowledge that participation in the Event entails known and unknown risks that may result in physical or other injury, loss, or death. I understand that such risks simply cannot be eliminated. I expressly assume the risk of injury and damages and will indemnify and hold harmless, and covenant not to sue, the Released Parties from any and all claims for injury and damage.

3. Liability Waiver & Release. By executing this Agreement, I agree that the Released Parties shall not be liable for any damages arising from personal injuries sustained by myself as a result of any and all activities related to participation in the Event. I assume full responsibility for any such injuries or damages that may occur, and further agree that the Released Parties shall not be liable for any loss, theft, or damage to personal property. I specifically agree that the Released Parties shall not be responsible for such injuries, damages, loss, or theft. This waiver and release does not apply to intentional torts by the Released Parties. **I waive, release, discharge, and covenant not to sue the Released Parties for the claims being released in this Agreement.**

4. Liability to Third Parties. I agree that I will indemnify and hold harmless the Released Parties for all personal injuries, property damage, or other damage to any and all third parties, of any and all activities to participation in the Event.

5. Interpretation. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California.

6. Severability. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. Attorney Fees. Should the Released Parties or anyone acting on their behalf be required to incur attorney fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

8. Acknowledgment & Signature. By signing this Agreement or checking the terms and conditions box on the online ticketing form:

- a. I expressly state that I have had sufficient opportunity to read and consider this entire Agreement and ask any questions associated with it.
- b. I agree that I have read and understood it and voluntarily agree to be bound by its terms.
- c. **I acknowledge that this Agreement contains a waiver and release of claims.**

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Print Name

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Signature

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Date