



VOLUNTEER APPLICATION ARTS & DRAUGHTS BEER & WINE FESTIVAL

PORT ANGELES DOWNTOWN ASSOCIATION · PORTANGELESBEERFEST.COM

SEPTEMBER 21, 22 & 23, 2018

IN CONSIDERATION FOR the opportunity to serve as a Volunteer during the 2018 Arts and Draughts Fermentation Celebration (the “Event”); I, for myself and on behalf of my spouse, children, heirs, parents, guardians, next of kin, legal and personal representatives, executors, administrators, successors and assigns, hereby agree to the following terms pursuant to this Volunteer Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the “Agreement”);

1. I hereby represent that (i) I am at least twenty one (21) years of age or older; (ii) I am in excellent health with no mental, physical or medical conditions which would impair, prevent or prohibit me from safely serving as a Volunteer for the Event; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to serve as a Volunteer for the Event. I agree that it is my sole responsibility to determine whether I am in proper physical condition to serve as a Volunteer in connection with the Event.
2. I agree that it is my responsibility to be familiar with my duties as a Volunteer and to abide by the Rules and Regulations established for the Event. I hereby agree to perform all of my Volunteer duties in a professional and highly competent manner, to the best and full limit of my abilities at all times and in accordance with applicable law. I shall promptly and faithfully comply with all reasonable instructions, directions, requests, rules and regulations of the Event Organizers. I hereby accept responsibility for my own conduct and actions while serving as a Volunteer in connection with the Event.
3. I understand and acknowledge the risks and dangers associated with serving as a Volunteer at the Event and related activities, including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; contact with other volunteers, participants, spectators, animals or other natural or manmade objects; equipment failure; situations beyond the immediate control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others serving or participating in the Event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation as a Volunteer at the Event.
4. To the fullest extent permitted by law, I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Staff and Directors of the Port Angeles Downtown Association, PADA Festival Management, Sponsors, and the City of Port Angeles in which this Festival is held, and their officers, agents, volunteers and employees (collectively, the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my participation as a Volunteer at the Event, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on the my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between me and the Event Organizers regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any portion of this Agreement is held to be unenforceable, invalid or overly broad, I agree that the remaining terms and provisions of this Agreement will continue in full legal force and effect.

Name of Volunteer: _____ Date of Birth: ____/____/____ Age: ____ Male Female

Signature

Date