



3rd Annual

CITY OF WESTMINSTER

FALL Festival



Thursday, September 26 - Sunday, September 29, 2024
 Westminister Civic Center | 8200 Westminister Blvd.
 (714) 895 - 2860 | FallFestivalwestminister-ca.gov

Entertainment Application

The City of Westminister is hosting its **3rd annual Fall Festival** from Thursday, September 26 to Sunday, September 29, 2024 in the Westminister Civic Center. This weekend will be jam-packed with carnival rides, games, children's activities, delicious food, a beer garden, and exciting live entertainment!

Calling all performers! Want to dazzle the crowds? Step up and showcase your talents on the Fall Festival Stage! Whether you're a band, youth group, solo act, or have a special talent, we want YOU to apply for a chance to shine in the spotlight!

Please note that submission of an Entertainment Application does not guarantee your group will be selected to perform.

Festival Hours

| | |
|---------------------------------|---------------------------------|
| Thursday, September 26th | 5:00pm - 9:00pm Preview Night |
| Friday, September 27th | 5:00pm - 11:00pm |
| Saturday, September 28th | 12:00pm - 11:00pm |
| Sunday, September 29th | 12:00pm - 9:00pm |

Application Process

To be considered for Fall Festival, submit the following:

- A completed Application Form with a Signed Waiver, detailing all available dates and times

If chosen to participate, the following will be due:

- General Liability Insurance and Endorsement
- City of Westminister Business License

All applications must be submitted by September 6, 2024.
 You will be informed of the selection results.

To Submit Application

Please return completed **Entertainment Application** and **Waiver** to:

- Submit online to FallFestival@westminister-ca.gov
- Mail or Drop off to
 - Community Services and Recreation Department
 - Attn: Fall Festival
 - 8200 Westminister Blvd. Westminister, CA 92683



Thursday, September 26 - Sunday, September 29, 2024
 Westminster Civic Center | 8200 Westminster Blvd.
 (714) 895 - 2860 | FallFestival@westminster-ca.gov

2024 Fall Festival Entertainment Application

Group Name:

Genre of Music / Type of Entertainment:

Address: City: State: Zip:

Contact Person:

Phone: Email:

Website: Social Media:

DESCRIPTION OF GROUP:

**ADDITIONAL REQUIREMENTS:
 (IF ANY)**

AVAILABILITY:

THURSDAY, 9/26/24 (5 - 9 P.M.)
 (PREVIEW NIGHT)

FRIDAY, 9/27/24 (5 - 11 P.M.)

SATURDAY, 9/28/24 (12 - 11 P.M.)

SUNDAY, 9/29/24 (12 - 9 P.M.)

RATE PER HOUR:

| | | |
|-------------------|---|---|
| OFFICE USE | <input type="checkbox"/> Completed Application and Signed Waiver Received | Date Received: <input type="text"/> |
| | <input type="checkbox"/> General Liability Insurance Received | <input type="checkbox"/> Endorsement Received |
| | <input type="checkbox"/> Business License Received | |

CITY OF WESTMINSTER PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

I, _____ (Full legal name), desire to participate in **Fall Festival 2024**, (the "Activity").

In consideration for my participation in the Activity, I agree as follows:

1. Assumption of Risk. I fully understand and agree that: (a) recreational and fitness activities and use of City facilities (cumulatively "recreational activities") have inherent risks, dangers, and hazards and such exists in my use, and/or my minor child(ren)'s use, of any equipment and my participation in these activities; (b) my participation, and/or my minor child(ren)'s participation, in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, communicable disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) City facilities are open and generally accessible to members of the public; (d) my and/or my minor child(ren)'s and/or other users access to City facilities and/or placement, storage or accessing of property left in City facilities puts such property at a risk of damage, destruction, loss, theft, fire or other casualty; (e) these risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of the City of Westminster, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes; (f) my and/or my minor child(ren)'s participation in such activities poses an inherent risk of exposure to COVID-19 and/or other communicable diseases, (e.g., RSV), which can lead to severe illness, prolonged hospitalization, disability and death; and (g) by my participation, and/or my minor child(ren)'s participation, in recreational activities and/or use of equipment, I hereby acknowledge that I am participating of my own free will in the activity and therefore agree to assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or conduct of the representatives, employees, or volunteers of the City of Westminster.
2. Medical Release. I authorize the City of Westminster to provide or cause to be provided such medical treatment to me or my minor child(ren) as may be necessary or appropriate if any injury occurs while I or my child(ren) are participating in the Activity. I further agree to pay any costs incurred as a result of such treatment.
3. Indemnification. In consideration for being permitted to participate in the Activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify, defend, and hold harmless Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, from any and all claims, demands, actions, or suits arising out of or in connection with my participation in the Activity.
4. Waiver and Release of Liability. As lawful consideration for permission to enter City property and/or City facilities for any purpose, including but not limited to observation, use of facilities or equipment, leaving or storage of property, or participating any way, I, and my children, agree to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the Westminster Community Services Department, the City of Westminster, and their elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the Community Services Department or the City of Westminster, or their elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue the Community Services Department, the City of Westminster, or their elected officials, officers, agents, employees, and/or volunteers for any damages I or my minor children incur in connection with the Activity. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, including any claims or liability arising from the active negligence of the City, unless otherwise prohibited by law. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

I further agree and understand that all of my rights against the City accruing under Section 1542 of the Civil Code of the State of California are hereby expressly waived to the maximum legal extent.

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Section 1542 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."

I agree that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision.

5. Recording of In-Person/Virtual Activities. I understand and agree that in-person and/or virtual Activity may be recorded for viewing and/or listening by others at a future date. I consent to the City's use of audio/video recordings of me during the in-person and/or virtual Activity and that the City may use audio/video segments or photographic stills of me for any purpose, including, but not limited to news, advertising, and promotional purposes, without compensation to me. I hereby release and hold harmless the Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, from any claims relating to the use of my likeness and image.

6. Compliance with All Rules. I and my minor children agree to obey all policies and procedures applicable to the Activity and instructions provided by the Community Services & Recreation Department and/or by City staff and volunteers during my participation in the Activity. I further understand and agree that Activities/events are interactive and agree to act reasonably and professionally at all times during my participation.

7. Miscellaneous. I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND UNDERSTAND ITS TERMS FULLY. I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN FREELY AND VOLUNTARILY OF MY OWN VOLITION.

Participant's Full Legal Name: _____

Signature: _____

Date: _____

If participant is under the age of 18, a parent or legal guardian must read and also sign this Agreement.

I am the parent or legal guardian of the above-referenced Participant. I have read and I understand the provision of this document, and I consent to the Participant taking part in the activities at the Westminster Recreation and Parks facilities, and I fully enter into and agree to the above Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

Parent/Legal Guardian Name: _____

Signature: _____

Date: _____