

City of Coronado and Coronado Fourth of July, Inc. Release of Liability, Waiver, and Primary Assumption of Risks

The undersigned named organization, through its duly authorized representative, does hereby indemnify, defend and hold harmless the City of Coronado, its elected and appointed officers, officials, agents, employees and volunteers ("City Indemnities") and the Coronado Fourth of July, Inc., its officers, officials, agents, employees and volunteers ("Committee Indemnities") from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorney's fees and costs of litigation ("claims") arising out of, or in connection with, the attached Coronado Fourth of July Application for participation in the Fourth of July Celebration by the named organization and its officers, directors, members, agents, employees, contractors or volunteers, excepting only loss, injury, damage or cost that arise out of the intentional wrongful acts, violations of law, or sole active negligence of either the City or Committee.

The named organization shall reimburse the City of Coronado and/or the Coronado Fourth of July, Inc., for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the named organization is obligated to indemnify, defend and hold harmless the City of Coronado and/or the Coronado Fourth of July, Inc., pursuant to the attached Application.

The named organization shall provide a defense to the City Indemnities and/or Committee Indemnities or, at the City's and/or Committee's option, reimburse the City Indemnities and/or Committee Indemnities their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims; and the named organization shall promptly pay any final judgment or portion thereof rendered against the City Indemnities and/or Committee Indemnities with respect to claims determined by a trier of fact to have been the result of the named organization's negligent or wrongful acts, errors, or omissions, provided; however, that the named organization's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the intentional wrongful acts, violations of law, or sole active negligence of either the City or Committee. This provision shall survive the expiration or termination of this Application.

The person executing this document on behalf of, and duly authorized by, the named organization, further represents and warrants to the City of Coronado and Coronado Fourth of July, Inc., that he or she has the authority to execute this Release of Liability, Waiver, and Primary Assumption of Risks, and that he or she has read and understands the above statements fully and thereupon affixes his or her signature below.

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Name of Organization: _____

Mailing Address of Organization: _____

City: _____ State: _____ Zip: _____ Date: _____