

MAIN STREET OUTDOOR USE LIABILITY RELEASE AGREEMENT



This Liability Release Agreement (“Agreement”) is made and entered into as of _____ [DATE]

by and between: _____ [BUSINESS NAME]
_____ [INSERT TYPE OF ENTINTY]

e.g., a California corporation, a California limited liability company, and/or individual , with its principal place of business at

_____ [ADDRESS]

(“Establishment’), and The City of Seal Beach (“City”).

WHEREAS, Establishment desires to enter the Main Street Outdoor Use Program; and

WHEREAS, Establishment desires to ensure the safety and maintenance of the outdoor use location.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, both herby agree as follows:

TERMS

I hereby certify that I am the owner of duly authorized representative of the Establishment describe above. The Establishment understands and acknowledges that there are risks and dangers that it, its property, and its representatives, employees, agents, customers, and vendors, as well as members of the public, and others may encounter by the establishment’s choice to operate an outdoor use area, including but not limited to exposures to defects on the premises, inclement weather, conditions caused by inclement weather, theft, vandalism, and vehicles.

Therefore, in consideration of the mutual promises contained herein, for being permitted by the City of Seal Beach (“City”), pursuant to the ordinances, rules and regulations of the City, to operate outdoor uses in and on the public sidewalk and/or other public right-of-way, and for other good and valuable consideration, the sufficiency of which hereby acknowledged, the Establishment agrees and understands that:

1. **Assumption of Risk.** The operation of the outdoor use involves and may expose all participants to the risk of bodily injury, death personal injury and/or property damage, and there are risks associated with such activity. The Establishment is voluntarily participating in the outdoor use. The Establishment’s operation of the outdoor use shall be at the Establishment’s sole risk, and the Establishment hereby assumes any and all risks of bodily injury, death, property damage and/or personal injury of any kind suffered by the Establishment or by any other person or entity arising out of, connected with and/or as a result of the Establishment’s operation of an outdoor use, except to

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the extent arising out of the gross negligence or willful misconduct of the City.

2. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the Establishment, each of its owners thereof, and its transferees, successors and assignees, agree to and shall indemnify, defend, and hold harmless the City of Seal Beach and each of its officials, officers, employees, agents, volunteers and those City agents serving as independent contractors in the role of City officials, from and against any and all liabilities, claims, demands, suits, actions, damages, causes of action, proceedings, judgments, and losses of any nature whatsoever, known or unknown, of every type and nature whatsoever, whether actual or threatened, including but not limited to fees of attorneys, accountants, and other professionals and all costs associated therewith, consequential damages, and reimbursement of attorneys' fees and costs of defense, in law or in equity, whether actual, alleged or threatened, to persons or property, including but expressly not limited to, bodily injury, death, personal injury, property damage, or otherwise, arising out of, related to or in connection with (a) the Establishment's participation in an outdoor use; the Establishment's use or occupancy of any portion of the public sidewalk and/or public right-of-way and/or arising from or in any manner connected to the condition of such premises, and/or the furnishing or supplying of any work, services, materials, equipment, or supplies by the Establishment in connection with the Establishment's participation in an outdoor use or the outdoor use permit; or the violation of the outdoor use program requirements, violation or breach of any conditions of the outdoor use permit and/or outdoor use program rules, regulations and ordinances by the Establishment, any of its officers, directors, officials, employees, agents, invitees, guests, employees, or anyone in, on or about the premises invited by and/or with the permission and consent of the Establishment, with respect to the premises or the operations, activities or services, of any nature whatsoever, of outdoor uses; except that such duty to defend, indemnify and hold harmless shall not include loss or damage to the extent arising from the sole negligence, gross negligence, or willful misconduct of the City, its officers, officials, agents, employees, volunteers, or those City agents serving as independent contractors in the role of City officials.
3. **Insurance Requirements.** The Establishment shall provide and maintain at its own expense for outdoor use insurance or liability coverage covering the services and operations relating to outdoor uses in coverages, form and amounts satisfactory to the City. All such policies of insurance and liability coverage shall name the City and its officials, officers, employees, agents, volunteers, and those City agents serving as independent contractors in the role of City officials, as additional insureds; and shall further contain a waiver of subrogation as against the City, its officials, officers,

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employees, agents, volunteers, and those City agents serving as independent contractors in the role of City officials.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND AGREES TO BE BOUND BY IT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE ESTABLISHMENT AND THE CITY OF SEAL BEACH. THE UNDERSIGNED REPRESENTS IT HAS FULL AUTHORITY TO EXECUTE THIS RELEASE ON BEHALF OF HIS/HER OWN BEHALF AND ON BEHALF OF THE ESTABLISHMENT.

I declare under penalty or perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20____,

at _____, California.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

