



CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
35 CAJON STREET, SUITE 222
REDLANDS, CA 92373

ADOPT A STREET PARTICIPANT RELEASE AND CONSENT

CITY OF REDLANDS ADOPT A STREET PROGRAM

Name of Program/Project

Name of Participant

Name of Parent or Guardian if Participant under 18

I, _____, hereby assign and grant unto the City of Redlands (“the City”), the irrevocable and unconditional power and right to make, produce, reproduce, exhibit, distribute, publish, transmit, and sublicense the use of my name, voice, picture, likeness, poses, actions, or any combination of any of these in connection with the production. This assignment, in perpetuity, shall be binding on and shall inure to the benefit of the City, and its assigns.

I further understand that, unless otherwise specified below, the City shall have the absolute power and right to copyright, use, reproduce, prepare derivative works based on, distribute copies of, publicly perform, publicly display, and exercise any other power or right belonging to an owner of a copyright. I also understand that the City shall have the power and right to transfer any one of these rights.

By this assignment, I renounce and waive any and all rights that I may have to limit the use, distribution, modification, licensing or sale of the subject matter of the copyrights by the City or its licensees, successors, or assignees, or to receive any compensation whatsoever by reason of any use, distribution, modification, licensing or sake of the subject matter of the copyrights by the City, its licensees, successors, or assignees.

To the extent that I have any moral rights or similar rights in the production under the law of any jurisdiction, I expressly waive those rights. I waive any right to have production attributed to me or to prevent the production from being modified, edited, transformed, or otherwise adapted as the City may deem necessary.

I also agree to conduct myself in a competent and professional manner, during and in connection with production, in compliance with the laws of the City, the State of California, and the United States, as well as in compliance with directions of the City’s production staff.

I shall defend, indemnify, and hold the City free and harmless from any and all liability, claims, loss, damages or expenses arising out of or in connection with the making, producing,



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reproducing, processing, exhibiting, distributing, publishing, transmitting by any means, or otherwise using the above mentioned production, specifically including, *without limitation*, any liability, claim, loss, damage or expense arising by reason of:

A. The death or injury of any person, including myself, or any person or entity acting for or on behalf of me, from any cause whatsoever during production or in any way connected with production, or caused or allegedly caused by either (1) the condition of the City's property or (2) some act or omission of me or any other person;

B. Any damage to or destruction of any property, including property owned by me, or any person or entity acting for or on behalf of me, from any cause whatsoever during production or in any way connected with production or caused or allegedly caused by either (1) the condition of City property or (2) some act or omission of me or any other person;

C. Any work performed in the City or materials furnished by the City at the insistence or request of me or any person or entity acting for or on behalf of me;

D. My failure to perform any provision of this Release and Agreement or to comply with any requirement of law or any requirement imposed by any duly authorized governmental agency or political subdivision; or

E. Any invasion of privacy, defamation, slander, libel, or right to publicity issues, concerning me, or any other person or entity acting for or on behalf of me, from any cause whatsoever during production or in any way connected with production.

Should any litigation be commenced between the parties to this Release and Agreement, or relating to the rights and duties of either party in relation to this Release and Assignment, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for that party's attorneys' fees, including any fees for use by a party of in-house counsel. The amount of such fees will be determined according to rates prevailing in San Bernardino County, California, by the court in that litigation, or in a separate action brought for that purpose.

The undersigned person hereby certifies and warrants that he/she is over the age of 18 years, has full power, right, and authority to enter into this agreement, has read same in its entirety, and understands all of its terms and provisions.

Signature (Parent or Guardian if under 18)

Date