



Phillip R. Goodrich  
*Chairman of the Board*

James Morales, Jr.  
*Vice Chairman*

Chris Carrillo  
*Governing Board Member*

Ronald L. Coats  
*Governing Board Member*

David E. Smith  
*Governing Board Member*

Michael Moore, P.E.  
*General Manager/CEO*

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## Release and Hold Harmless Agreement

I, the undersigned (“Releasor”), fully understand that my participation in the 2023 EVWD Fall Community Facilities Tour (“the Event”) exposes me to the risk of personal injury or property damage. I hereby acknowledge that I am voluntarily participating in this event and expressly agree to assume any and all such risks.

I hereby release and hold harmless the East Valley Water District (“EVWD”) and its authorized representatives from any and all actions, claims, damages, costs, or expenses, including attorney’s fees, which relate to or arise out of the Event and/or any use of these materials as specified above.

By signing below, Releasor hereby voluntarily agrees to participate in the Event in a manner consistent with the instructions and directions of representatives from EVWD and irrevocably assumes all risks in connection therewith and extinguishes all rights and claims against EVWD as follows:

1. Releasor, on behalf of Releasor and Releasor’s descendants, ancestors, dependents, heirs, spouses, executors, administrators, agents, servants, employees, representatives, assigns, and successors (“the Releasors”), hereby fully, irrevocably, and unconditionally, releases and forever discharges EVWD,

the Event sponsors, and their respective predecessors, successors, affiliates, subsidiaries, parents, corporations, companies, and divisions, and each and all of their respective current and former officers, directors, administrators, assigns, agents, servants, stockholders, employees, insurers, attorneys, representatives, and successors (“the Released Parties”) from any and all demands, damages, debts, liabilities, obligations, contracts, agreements, actions, causes of action, suits, judgment, liens, indebtedness, losses, costs, and claims of whatever nature, character, or description, whether known or unknown, anticipated or unanticipated, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, which Releasor and the Releasors now have or may hereafter have or claim to have against EVWD and the Released Parties arising out of or related to the Event and the administration and coordination thereof by EVWD.

2. Releasor acknowledges that this Release was entered into voluntarily, and also expressly acknowledges that he/she has been informed and is familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

Releasor expressly waives the provisions of California Civil Code Section 1542, as well as any and all similar protections under the law, and further waives any rights that he/she may have to invoke said provisions now or in the future with respect to the releases set forth herein. Releasor recognizes and understands that factors which have induced him/her to enter into this Release may turn out to be incorrect or different from what he/she had previously anticipated, and Releasor expressly assumes all of said risks, including the risks of this waiver of California Civil Code Section 1542, and thus assumes full responsibility for any resulting liabilities.

I, the undersigned, have carefully read this release and hold harmless agreement and fully understand its contents.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Photography Release

East Valley Water District requests your permission to reproduce through printed, audio, visual, or electronic means activities in which you have participated to promote water awareness in the community.

Videos or photographs may also be taken to illustrate generated news articles and brochures. Such photography/videotaping and Internet posting is done by accredited news media personnel or East Valley Water District personnel.

I fully authorize and grant East Valley Water District and its authorized representatives, the right to use my picture and/ or name in East Valley Water District public outreach material including, but not limited to, website postings, press releases, news articles, brochures, calendars, etc.

I understand and agree that the use of such materials will be without any compensation.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_