

Cadillac Fall Festival Release, Waiver, and Hold Harmless Agreement

Event/Activity: **Cadillac Fall Festival**

Date: **Sept. 24-25, 2021**

Participant Information

Name—Adult 1: _____ Adult 2: _____

Age(s) of Participant(s), if minor(s)*: _____ *Please also complete the parental consent, below

Emergency Contact Name: _____

Emergency Contact phone number _____ Relationship: _____



PARTICIPANT RELEASE, HOLD HARMLESS AND WAIVER OF LIABILITY

In consideration of participating in the event above, hosted by the Cadillac & LaSalle Club Museum & Research Center, ("CLCMRC"), a Michigan nonprofit corporation, I freely, voluntarily and without duress, execute this Release, Waiver of Liability and Hold Harmless Agreement ("Agreement") and acknowledge the following terms:

- I acknowledge that I am participating in this Event voluntarily and at my own risk. If I believe event conditions are unsafe, I will immediately discontinue participation in the Event and I further acknowledge that it is my responsibility to do so.
- I acknowledge that participation in the above event, specifically during a pandemic, involves risk to myself, and may result in various types of injury including, but not limited to, the following: sickness, exposure to infectious/communicable disease including the COVID-19 virus, bodily injury, death, emotional injury, personal injury, property damage, and financial damage all of which may be caused by my own actions, or inactions, the actions of others participating in the event, the conditions in which the event takes place; and that there may be other risks either not known to me or not readily foreseeable at this time. In consideration for the opportunity to participate in the Event described above, I acknowledge and accept the inherent risks.
- I accept personal financial responsibility for any illness, injury or other loss sustained during the Event, as well as for

any medical treatment rendered to me that is authorized by CLCMRC, its agents, employees, volunteers, or any other representatives of CLCMRC.

- If signing this Agreement on the day of the Event, I represent that in the past 14 days, I have not been diagnosed with, exposed to, or presented symptoms consistent with COVID-19 (such as fever, headache, loss of smell or taste, persistent cough, difficulty breathing or other symptoms common to COVID-19 as defined by the CDC).
- If signing prior to the day of the Event, I agree that I will not attend this event if, in the 14 days immediately preceding the event, I have been diagnosed with, exposed to, or presented symptoms consistent with COVID-19 (such as fever, headache, loss of smell or taste, persistent cough, difficulty breathing or other symptoms common to COVID-19 as defined by the CDC).
- I acknowledge and agree that I understand and will comply with all current guidelines in place at the time of the Event, including but not limited to those issued by the Gilmore Car Museum, Barry County, the State of Michigan and/or the CDC. I acknowledge and agree that failure to comply with any of the current guidelines will result in me being asked to leave the Event and I further agree, if so asked, I will immediately and without issue leave the Event premises.
- I hereby release, waive, discharge, and covenant not to sue CLCMRC, its staff, volunteers, employees or agents, from any and all liability to me, for all losses, injury, death or damage, and any claims or demands thereon, on account of injury to person or property, or resulting in my death whether or not such incident arises out of the negligence of the sponsor, its agents, volunteers or other representatives in reference to the

- Event above. I hereby covenant and agree to unconditionally indemnify and hold harmless, CLCMRC its staff, volunteers, and agents from any and all claims and demands, causes of action, and damages for which CLCMRC may become liable, whether brought by me or against me or by any person or entity having a legal interest in the property or person of me, arising out of any occurrence whether or not such incident arises out of negligence of the CLCMRC staff, volunteers, agents or representatives related to the Event above. I specifically intend the provisions of this Agreement to apply to any illness sustained by me due to exposure to the COVID-19 virus.
- In the event of sickness or medical emergency, I request that I receive any medical attention or treatment deemed necessary by the staff, volunteers, employees or agents of CLCMRC. Therefore, I give permission to any hospital, doctor, and/or health care provider to treat, transport, and admit me. I release and discharge CLCMRC from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to me. I understand that I am responsible for all expenses and charges for my medical treatment.
 - I grant to CLCMRC the right to use photographic images and video or audio recordings of me that are made during the event on its websites, social media, and other in- and out-of-house publicity.
 - I agree that this Release is intended to be as broad and inclusive as permitted by the laws of Michigan, and that this Release is governed by and will be interpreted according to the laws of Michigan.
 - I understand that should any part of this Release be ruled invalid by a court, the other parts will remain valid and continue to be in effect.

<p>Adult No. 1*: I have read the Participant Release, Hold Harmless and Waiver of Liability, and I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.</p> <p>Adult No. 1 Signature: _____ Date: _____</p>	<p>Adult No. 2: I have read the Participant Release, Hold Harmless and Waiver of Liability, and I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.</p> <p>Adult No. 2 Signature: _____ Date: _____</p>
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Attendees Under 18: PARENTAL/GUARDIAN CONSENT FOR MINORS

AND I, the parent(s) and/or legal guardian(s) of the Minor(s) listed below, understand the nature of the above referenced Event. I have read and agree to the terms of the Release, Hold Harmless and Waiver of Liability, above. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS CLCMRC, its employees, volunteers and agents from all liability, claims, demands, losses

or damages on the Minor's account caused or alleged to have been caused in whole or in part by the negligence of the Event sponsor or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the Minor, or anyone on the Minor's behalf makes a claim against CLCMRC, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS CLCMRC, its employees, volunteers and agents, from any litigation expenses, attorney fees, loss liability, damage, or cost incurred as the result of any such claim. I specifically intend the provisions of this Agreement to apply to any illness sustained by the Minor due to exposure to the COVID-19 virus. In the event of sickness or medical emergency where I am not present, I request that the Minor(s) receive any medical

attention or treatment deemed necessary by the volunteers, and/or staff of CLCMRC. Therefore, I give permission to any hospital, doctor, and/or health care provider to treat, transport, admit the Minor(s). I release and discharge CLCMRC, its employees, volunteers or agents from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to the Minor(s). I understand that I am responsible for all expenses and charges for my medical treatment. Further, I give permission for pictures and video of the Minor(s) to be used on the CLCMRC websites, social media, and other in- and out-of-house publicity. If I am opposed to this, I will request a Photo Denial Form.

<p>Minor No. 1 Minor Name: _____ Printed Name of Parent/Guardian: _____ Signature of Parent/Guardian: _____ Date: _____</p> <p>Minor No. 2 Minor Name: _____ Printed Name of Parent/Guardian: _____ Signature of Parent/Guardian: _____ Date: _____</p> <p>Minor No. 3 Minor Name: _____ Printed Name of Parent/Guardian: _____ Signature of Parent/Guardian: _____ Date: _____</p>	
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Cadillac Fall Festival Judging Classes

Class 1	Harley Earl	1927-1958
Class 2	Bill Mitchell	1959-1977
Class 3	Irv Rybicki	1978-1986
Class 4	Chuck Jordan	1987-1993
Class 5	Wayne Cherry	1994-2005
Class 6	Ed Wellburn	2006-2015
Class 7	Michael Simcoe	2015-2021
Class 8	Preservation	1903-1993