

NightLife Participant Waiver

We welcome you, the undersigned ("Participant") to the California Academy of Sciences ("Academy"), and your participation in the Academy's NightLife Event.

Participant agrees, on behalf of Participant, its contractors, subcontractors, vendors, agents, invitees and guests, and the respective officers, directors, trustees and employees of any such persons (collectively, the "Participant Parties"), that any and all services performed and participation in the Event shall be done so in a professional and workmanlike manner.

During the Event, Participant may not sell any items, or conduct any raffles or contests wherein Participant collects money from Academy guests to enter such raffle or contest. However, with the Academy's prior permission, Participant may conduct a free raffle, but cannot advertise any such raffle/contest outside the Event. Participant may have Academy guests voluntarily provide email addresses/contact information in order to obtain additional business information from Participant.

Participant represents and warrants to Academy that Participant has all permission, licenses, rights, and title to offer its services. Participant further represents and warrants to Academy that Participant has and will comply with all federal, state, and local laws and regulations governing Participant's offering of services at the Event. Participant understands that the fact that the Event is taking place, in part, on property of the City and County of San Francisco, which may render Participant subject to various requirements, and Participant represents and warrants that Participant has complied and will comply with all such requirements. Participant understands and acknowledges that Academy's approval of the offering of services and participation in the Event does not constitute an endorsement of, or any representation concerning Participant's services and/or merchandise, and Participant will not in any way state or imply to members of the public that it has such endorsement or representation from Academy.

To the maximum extent permitted by law, Participant, on its own behalf and on behalf of all Participant Parties, waives all claims against Academy and its contractors and agents, and the respective officers, directors, trustees, and employees of any such persons (collectively, the "Academy Parties") and City and County of San Francisco, including its Recreation and Parks Commission, and its commissioners, contractors, agents and employees (collectively, the "City Parties") arising out of, and assumes the risk of: (a) injury to or death of any person or (b) loss of, injury or damage to, or destruction of any property in, on or about Academy's property. In no event shall the Academy Parties or City Parties be liable for any consequential or special damages suffered by Participant or any of the Participant Parties.

To the maximum extent permitted by law, Participant shall, at Participant's sole expense and with counsel reasonably acceptable to the indemnitee, indemnify, defend and hold harmless the Academy Parties and City Parties from and against all claims, losses, costs, damage, expense (including reasonable attorneys' fees and costs), liabilities, actions, and causes of action of any kind, including any injury to or death of any person or loss of, injury or damage to, or destruction of any property, arising out of or relating directly or indirectly to: (a) the condition of Academy's property (including the building and any improvements); (b) any act, omission, negligence, or fault of Participant Parties in, on or about Academy's property; or (c) the failure of Participant to comply with, or to cause Participant Parties to comply with, any applicable law, ordinance, regulation, license or permit, or any provision of this Waiver.

Participant understands and agrees that security for any and all property of Participant is the sole responsibility of Participant, and that Academy, which may provide general security for the area, will have no responsibility whatsoever for the security of the property of Participant or the Participant Parties or any damage suffered by such property at any time while such property is present at the Event.

Updated 11.27.2017