

**RELEASE AND HOLD HARMLESS AGREEMENT
FOR THE PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT**

The undersigned, _____, on behalf of himself/herself/itself and his/her/its heirs, executors, administrators, officers, directors, employees, volunteers, agents, representatives, successors, and assigns ("Releasors"), does hereby release, acquit, and forever discharge the PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT ("District") and its agents, representatives, employees, directors, successors, administrators, and all other persons, firms, corporations, associations, or partnerships ("Releasees"), of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the Undersigned and the Releasors now have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, property damage, and monetary losses, and the consequences thereof, resulting or to result from the accident, casualty, or event which relates in any manner, directly or indirectly, to the occupation, possession, enjoyment, and/or use of _____ ("the Premises") for the period beginning on _____ and ending on _____ for the purpose of _____ ("the Event").

The use of the Premises by the Undersigned shall be strictly limited to conducting activities directly related to the Event, in a reasonable and lawful manner that is not otherwise inconsistent with any and all requirements of the District, as such may be imposed and enforced by the District in any fashion deemed necessary by the District in the exercise of its sole discretion. The Undersigned shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in the enjoyment, use, and occupancy of the Premises.

It is expressly understood by the Undersigned that the physical condition of the Premises is such that the use thereof is furnished by the District for the Event on an as-is basis without any representation or warranty. The District makes no express or implied representations or warranties concerning the Premises or its fitness for any particular purpose. The Undersigned shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law or that is otherwise suitable for the Event. The District shall not be held liable to the Undersigned or any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Premises or any use or failure thereof. The District shall not be held liable or responsible for any debts, claims, or damages from any cause arising out of or any way related to the Undersigned's use or occupancy of the Premises. Immediately upon conclusion of the Event, the Undersigned shall restore the Premises to the condition existing prior to the Event.

The Undersigned hereby expressly waives and releases the District and the Releasees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially affected his or her settlement with the debtor"

The Undersigned expressly waives and relinquishes all rights and benefits afforded to the Undersigned thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced above. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Undersigned understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

Excepting the sole or active negligence or willful misconduct of the District, the Undersigned agrees to indemnify and hold the District and the Releasees harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of the Undersigned and/or its guests, invitees, trespassers, contractors, consultants, and employees in connection with the Event or their use and/or occupancy of the Premises, and defend the District and its officers, directors, agents, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, the District reserves the right to demand at any time prior to the Event that the Undersigned pay any and all fees imposed by the District for the use of the Premises and that the Undersigned procure and maintain bonds from an acceptable surety, cash deposits, policies of insurance, and/or other form of security in amounts and upon terms deemed sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability. THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this _____ day of _____, 20____ .

Signature

Date