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## **SAN JOAQUIN COUNTY LIVESTOCK PASS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

For and in consideration of San Joaquin County allowing the undersigned qualified commercial livestock producer or managerial employee of the qualifying livestock producer, to participate in the Livestock Pass Program, in any capacity, including but not limited to, accessing restricted areas during a disaster, the undersigned for themselves, on behalf of their spouses, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (hereinafter "Agreement"):

- A. **RULES AND REGULATIONS:** I hereby agree that I have read, understand and agree to be bound by all rules and policies established by the San Joaquin County Agricultural Commissioner, Sheriff's Office, and Office of Emergency Services, as well as the State Fire Marshal, in furtherance of the San Joaquin County Livestock Pass Program, including Chapter 4 within Division 2 of the California Food and Agricultural Code (2350-2350).
- B. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly and voluntarily acknowledge the inherent risks associated with my participation in the San Joaquin County Livestock Pass Program, including the utilization of a Livestock Pass during a disaster and know that accessing restricted areas during a disaster is inherently dangerous, involving risk and dangers that may include but are not limited to, the potential for serious bodily injury, psychological injury, sickness and disease, trauma, pain and suffering, permanent disability, paralysis, disfigurement, and death; emotional loss, loss of or damage to personal property, exposure to extreme conditions and circumstances, accidents involving other Livestock Pass holders, adverse weather conditions, facilities issues and premises conditions, failure of protective equipment, inadequate safety measures, and other undefined, not readily foreseeable and presently unknown risks and dangers (hereinafter "Risks").
- C. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others, or the negligent acts or omissions of the Released Party defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in the Livestock Pass Program and access to restricted areas during a disaster. I also agree to be responsible for any injury or damage caused by me, my employees, contractors and/or agents under my direction and control when permitted access to restricted areas during a disaster.
- D. **WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION:** In conjunction with my participation in the San Joaquin County Livestock Pass Program and utilizing a Livestock Pass during a disaster, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the County of San Joaquin (defined as the County of San Joaquin and its employees, officers, directors, contractors, and agents; hereinafter individually and collectively, "Released Party") with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind or nature (hereinafter "Liability") which may arise out of, result from, or relate in any way to my participation in the Livestock Pass Program, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Party.

- E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the undersigned and the Released Party regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. The undersigned further agrees that this Agreement is intended to be as broad and inclusive as permitted by law. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
  
- F. GOVERNING LAW AND JURISDICTION: This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the jurisdiction of the Courts of the State of California for the County of San Joaquin.

**I HAVE CAREFULLY READ THIS ENTIRE DOCUMENT, AND FULLY UNDERSTAND AND AGREE WITH ALL PROVISIONS HEREIN. I KNOW THAT THIS AGREEMENT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS. I FURTHER UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE THE RELEASED PARTY. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY AS I DESIRE TO PARTICIPATE IN THE SAN JOAQUIN COUNTY LIVESTOCK PASS PROGRAM.**

By signing below, I hereby accept and agree to the terms and conditions of this Agreement in connection with my participation in the San Joaquin County Livestock Pass Program in any capacity, including but not limited to, accessing restricted areas during a disaster. If, despite this Agreement, I, or anyone on my behalf makes a claim for Liability against the Released Party, I will indemnify, defend and hold harmless the Released Party from such Liabilities as the result of such claim.

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Signature of Qualified Commercial Livestock Producer/Employee

\_\_\_\_\_  
Date

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Name of Qualified Commercial Livestock Producer/Employee

