

Liability Waiver

Effective Dates: September 10, 2022

This liability waiver covers all activities and classes at Maker Faire Orange County. Additional program/activity permission slips may also be required.

Each person age 18 and over in the household, listed in the Participant's Information Section below, must sign and date this form. A Parent or Guardian signature is required for any persons under the age of 18.

Participant's Information	
First and Last Name	Date of Birth
1.	
2.	
3.	
4.	
5.	

Hold Harmless and Parent/Guardian Indemnify Agreement

Liability Information

In consideration for myself and my minor children choosing to participate with the Maker Faire Orange County, OCreate LLC and OC Fair and Event Center (OCFEC), I hereby waive, release and discharge any and all claims and damages for personal injury, death or property damage which I or my minor children or dependent adult may sustain or which may occur as a result of mine or my minor child's or dependent adult participation in these activities.

I understand and agree that:

This release is intended to discharge in advance the Maker Faire Orange County, OCreate LLC and OCFEC, its officers, employees and agents from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with the participation of myself or my minor children in activities.

The described activity may be of hazardous, strenuous, and/or physical nature.

Participation in the described activity may potentially result in bodily injury, personal injury, sickness, disease, death or property loss or damage, arising from the use and handling of tools and/or materials, among other activities.

Knowing the risk involved, nevertheless, I voluntarily request permission for myself or minor child or dependent adult to participate in the described activity.

I hereby assume any and all risks of injury, death or property damage and to release and hold harmless the Maker Faire Orange County, OCreate LLC and OCFEC, its officers, employees & agents, except for their sole negligence or intentional acts.

This waiver, release and assumption of risk are to be binding on the heirs and assigns.

I will indemnify and hold the Maker Faire Orange County, OCreate LLC and, OCFEC harmless from any loss, liability, damage, cost or expense, including litigation, which they may incur as a result of any injury and/or property damage which myself or my minor children or dependent adult may sustain while participating in said activities.

I will make good any loss or damage or cost the Maker Faire Orange County, OCreate LLC and, OCFEC may have to pay if any litigation arises on account of any claim made by said minors or by anyone on said minor's behalf.

In the event that said minor requires medical or surgical treatments as a result of participating in the described activity, I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment.

Activities are not childcare as defined by the State of California.

I understand event staff may photograph or videotape me and/or my minor children or dependent adult and the Maker Faire Orange County, OCreate LLC and OCFEC may use such photographs or videotapes to promote future Maker Faire events. I expressly allow, and hereby waive any objection to the photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in a program. I understand all photos and videotapes will remain the property of the Maker Faire Orange County, OCreate LLC and OCFEC.

I certify that I have custody or am the legal guardian of said minors or dependent adult by court order, and that I and my minor children are

physically able to participate in the described activities. I have carefully read this Waiver of Liability, Medical Release, and Indemnification Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Maker Faire Orange County, OCreate LLC and OCFEC.

Printed Name (Self/Parent/Guardian)

Signature

Date

Date