

**RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT
FOR USE OF CITY PROPERTY
(Version A)**

For and in consideration of allowing _____ [insert name of participating entity or individual] ("Participant") to enter property owned by the City of Burbank ("City") located at George Izay Park, 1111 West Olive Avenue, Burbank, CA 91506, and accompanying street and sidewalk areas located adjacent thereto in the City of Burbank (collectively, the "Property"), for the purpose of participating in the Burbank On Parade Aloha Burbank Event (the "Event"), Participant agrees that if any claim or cause of action for personal injury, property damage, or wrongful death is brought against the City or any of its officers, employees, agents or representatives (collectively, the "Protected Parties") as a result of the Participant's conduct at the Event, that Participant shall defend, indemnify and save harmless the City and the Protected Parties from any and all claims or causes of action by whomever or wherever made or presented for such personal injuries, property damage, or wrongful death.

Participant further agrees that in the event a complaint is brought against it as a result of Participant's conduct at the Event, Participant will not bring any action or cross-complaint against the City or the Protected Parties.

Participant shall be responsible for all of its equipment and personal property and releases the City and the Protected Parties from any liability for either loss of or damage to such equipment or personal property. Participant understands and agrees neither the City nor any agent of the City has made any representation or warranty with respect to the Property or the suitability or fitness thereof for the conduct of Participant's use. The taking of possession or use of the Property by Participant for any purpose shall conclusively establish that the Property was then in satisfactory condition. The Property is being provided "as-is" and consists of improved and unimproved property. Participant assumes all risk as to the condition of the Property. Participant further understands and acknowledges that the Event will be open to members of the general public, as well as other participants, and Participant's use of the Property will be non-exclusive.

Participant further represents that it has current insurance policies providing coverage for general liability, auto, and workers' compensation (if the Participant has employees). Participant shall submit to the City a Certificate of Insurance as evidence of such insurance policies. The City reserves the right to request that the City be named as an Additional Insured on the insurance policy and if requested, the City must approve the Additional Insured endorsement to the insurance policy.

Pursuant to this Agreement, Participant's right of entry on the Property will begin on Saturday, April 29, 2017 at 9:00 AM and will terminate on Saturday, April 29, 2017 at 2:00 PM (the "Entry Period"). Upon the termination of the Entry Period, Participant will return the Property to City in as near as practicable to its original condition. Participant agrees to remove all equipment and personal property from the Property within one and one-half (1 ½) hours of the termination of this Entry Period. Specific set-up and clean-up times may be further defined by Burbank on Parade.

In the event that Participant is other than a sole proprietor, the undersigned hereby certifies that he or she is authorized to enter into this Agreement on behalf of the Participant and is authorized to bind the Participant to the provisions of this Agreement.

DATED: _____

Signature

Please Print

Title