

**INDEMNITY CONTRACT AND RELEASE**

This Agreement is between \_\_\_\_\_, hereafter called “Indemnitor”, and Old Spanish Days Inc., hereafter called “Indemnitee.”

In considerations of the opportunity to present performances for the public during Old Spanish Days, Inc. Fiesta, Indemnitor hereby agrees to indemnify and hold harmless Indemnitee for all losses, and claims of losses, including but not limited to, personal injury, property damage, wrongful death, and losses and claims of all other types whatever, arising out of the performances above mentioned. This contract does not apply to the intentional or willful misconduct of Indemnitee, and/or its agents; but does apply to all other causes of whatever nature. This contract of indemnity requires Indemnitor to pay all claims for loss and damage, including attorney’s fees, costs of litigation and/or defense, settlement and judgments.

**THIS AGREEMENT FURTHER OPERATES AS A RELEASE**

Indemnitor agrees to assume any and all risks of harm, loss, and damage arising out of said performances. Indemnitor hereby agrees and understands that said performances carry certain risks of harm or injury, including personal injury, and hereby expressly agrees to assume the risks of all such injuries.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010 at Santa Barbara, California.

\_\_\_\_\_ Indemnitor.

OLD SPANISH DAYS, INC.

\_\_\_\_\_ Indemnitee