

ATTACHMENT D

**EXHIBIT WAIVER AND RELEASE FORM
PLEASE READ CAREFULLY.**

Exhibit Date(s): July 5, 2003 and/or July 6, 2003.

Exhibit Site: Athletic Fields at California State University, Fullerton

Exhibit:

[Describe in general terms the item(s) being exhibited].

Exhibitor:

[Name, address and telephone number of the Exhibitor.]

1. The Exhibitor agrees to assume all responsibility for any loss or damage, whatever the nature or cause, including but not limited to theft, vandalism, Acts of God and/or the negligence or willful misconduct of the State of California, the Trustees of the California State University, California State University, Fullerton or their respective officers, employees, agents or volunteers, to the Exhibit before, during and after its display at the Exhibit Site.
2. The Exhibitor understands and acknowledges that California State University, Fullerton has not made any representations as to the level of security or safety of the Exhibit Site or any other location on its campus. The Exhibitor understands that it is responsible to carry its own insurance.
3. The Exhibitor assumes all responsibility for transporting the Exhibit to and from the Exhibit Site.
4. The Exhibitor assumes all responsibility for any damage to the Exhibit Site caused by or due to the display of the Exhibit at the Exhibit Site. The Exhibitor understands and acknowledges that the Exhibit must be in place by 11:00 a.m. the morning of the Exhibit Date and that the Exhibit cannot be removed until after 8:30 p.m. on that date. No Exhibit may be left on the Exhibit Site overnight.
5. The Exhibitor understands and acknowledges that any car scheduled to appear on the Exhibit Site will be inspected for leaks. No cars with visible excessive leaks will be permitted on the Exhibit Site. Any car permitted on to the Exhibit Site must utilize an oil/gas drip pan.

[This space left intentionally blank.]

6. In consideration of the benefits the Exhibitor will receive from its display at the Exhibit Site, on behalf of itself, its heirs and its assigns, the Exhibitor agrees to indemnify, defend and hold harmless the State of California, the California State University Trustees, Cal State Fullerton, and their officers, agents, volunteers and employees from liability and responsibility for any claims and any losses (including reasonable attorney's fees) of whatever nature, description or cause, including but not limited to the negligence or willful misconduct of the State of California, the Trustees of the California State University, California State University, Fullerton or their respective officers, employees, agents or volunteers, by reason of any injury to person or property, or death, in connection with the Exhibit before, during and after its display at the Exhibit Site.

7. I have carefully read and understand the terms used in this Exhibit Waiver and Release Form and their significance. I am fully competent to sign this Form. No oral representations or inducements have been made to me to sign this Form.

Signature of Exhibitor: _____ Date: _____