



# Resiliency Program Proposal

City of Malibu Community Services Department

23825 Stuart Ranch Road Malibu, CA 90265

MalibuCity.org/CommunityServices or 310.456.2489 ext. 363

<b>Presenter Information</b>		
<b>Name:</b>	<b>Company/Organization:</b>	
<b>Address:</b>		
<b>Phone:</b>	<b>Email:</b>	<b>Website:</b>
<b>Presentation/Program Information</b>		
<b>Title:</b>		
<b>Description (4-5 Sentences):</b>		
<b>Expected Attendance:</b>	<b>Will you be charging a fee?</b>	
<b>Preferred Day of the Week and Time:</b>	<b>Is your organization a 501c3? Please provide a copy of your status.</b>	
<b>Supplies / Equipment requested (projector, microphone, tables, chairs etc.):</b>		
<b>Presenter Bio / Experience / Connection to Malibu:</b>		
<p>City of Malibu staff reserves the right to cancel a program if it is not held in the best interest or representation of the City. All presenters must provide a general liability insurance certificate with the City listed as additionally insured. Please submit this proposal form no later than 3 weeks prior to your proposed date for consideration.</p>		
<b>Approved:</b>	<b>Denied:</b>	<b>Date:</b>



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## HOLD HARMLESS AGREEMENT

The City of Malibu Community Services staff reserves the right to close any space that is not being conducted in conformance with the general rules, or is not being managed properly. The City of Malibu prohibits the use of polystyrene ("Styrofoam") products, plastic cutlery, plastic straws and plastic bags. Please attempt to utilize products which are made with recycled and/or are recyclable whenever possible. No alcohol, drugs, or smoking is permitted on City property.

Individuals with disabilities requiring accommodations must inform the City of Malibu at the time the proposal is submitted. Individuals needing such accommodations must document the need for such accommodations in the program. The City of Malibu, as a matter of policy and law, will administer and conduct all City Programs in such a manner that no qualified individual with a disability will be excluded from participation in, or be denied benefits of services, programs, or activities of the City. If any individual feels that he/she or a group of individuals with a disability are being discriminated against, the person(s) or group(s) are encouraged to contact the City's ADA office by phone at 310.456.2489, or in writing to Compliance Office, 23825 STUART RANCH ROAD, MALIBU, CA 90265.

I hereby acknowledge that I am voluntarily participating in this Program. I hereby release, discharge and agree not to sue the City of Malibu, including its officers, employees and agents, (hereinafter the "City") for any injury, death or damage to, or loss of personal property arising out of, or in connection with, participation in the Program from whatever cause, including the active or passive negligence of the CITY or any other participants in the program. In consideration of being permitted to participate in the event I hereby agree, for myself, my heirs, agents, representatives, administrators, executors and assigns, that I shall defend, indemnify and hold harmless the CITY, its officers, agents and employees from and against any and all liability, loss, damage, expense, costs (including costs and fees of litigation), claims, demands, actions or suits arising out of or in connection with, or related in any way to, my participation in the Program, except such loss or damage which was caused by the sole negligence or willful misconduct of the City. I have carefully read this release, hold harmless, indemnification agreement and agreement not to sue and fully understand its contents. I am aware that it is a full release of all liability and sign at my own free will.

I further agree and acknowledge that the CITY does not provide accident, medical, liability, workers' compensation insurance or any other insurance for Program participants including lecture presenters. I agree that the CITY has the right to use photos taken of me and my property during activities for publicity purposes.

This Agreement is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and PRESENTER. This Agreement shall be governed by California law, and venue for any action regarding this agreement shall lie exclusively in Los Angeles County. This agreement may be altered only by written modification executed by all parties.

**Presenter Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_