

CITY OF ARVIN

CONDITIONAL PERMIT APPROVAL AND WAIVER & RELEASE OF LIABILITY

I, _____, (*FULL NAME*), desire to operate a commercial cannabis business within the City of Arvin. I understand that this activity exposes me to the risks of personal injury, death, disability, property damage and/or loss (collectively, “Injuries”). With an understanding of these risks, I hereby acknowledge and agree, for myself, my heirs, personal representatives, administrators, executors, and assigns, as follows:

I knowingly do hereby agree that myself and my commercial cannabis business are receiving a conditional permit approval from the City of Arvin and that final approval of any commercial cannabis permit issued by the City of Arvin requires myself and member of my commercial cannabis business to successful complete a background check as codified within the Arvin Municipal Code. Further, I agree that my conditional permit approval by the City of Arvin shall immediately be revoked, without the right of appeal, should myself and/or members of my commercial cannabis business fail to successfully complete the required background check as codified within the Arvin Municipal Code.

I agree that my participation as a commercial cannabis business operator is completely voluntary and for my personal safety as a private person and not as an employee, former employee, agent, contractor or representative of the City of Arvin. I assume any and all risks associated with my participation including, but not limited to, the risk of physical injury. I am aware and understand these risks, hazards, and dangers present in my participation may lead to incurring Injuries. All such risks are known and appreciated by me. In consideration for my participation I hereby waive and relinquish, fully release, forever discharge, and agree not to sue the City of Arvin including their elected and appointed officials, council members, officers, employees, agents, contractors, and volunteers (collectively, “City of Arvin”), from any and all claims for personal injury including death or property damage, lawsuits, costs and expenses including attorney fees, arising out of, or in connection with, my participation in a commercial cannabis business. I understand that this agreement may be a complete bar and defense to any action or other proceedings instituted or filed by me against the City of Arvin on account of any matter contained herein. This document is not intended to release any party from any act or omission of gross negligence.

I also understand that I am responsible for any injury or damage that I cause to others and/or myself and I agree to hold harmless, indemnify, and defend the City of Arvin and its managers, officers, directors, attorneys, members, employees, agents, contractors, consultants, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys’ and consultant’s fees, expenses and/or liabilities arising out of,

involving, or in dealing with from and against any and all third party claims or liabilities that may arise out of or in connection with my participation commercial cannabis business. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against the City of Arvin litigated and/or reduced to judgment. In case any action or proceeding is brought against the City of Arvin by reason of any of the foregoing matters, I upon notice from the City of Arvin shall defend the same at my expense by counsel reasonably satisfactory to City of Arvin and the City of Arvin shall cooperate with me in such defense.

I further agree that no oral representations, statements, or inducements apart from this agreement have been made by the City of Arvin or anyone else with regard to the subject matter of this agreement. This agreement is intended to be construed broadly to the full extent permitted under the laws of the State of California, and if any portion thereof is held by a court of competent jurisdiction to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I DECLARE UNDER THE PENALTY OF PERJURY OF THE LAWS OF THE STATE OF CALIFORNIA THAT I: HAVE READ THIS RELEASE CAREFULLY, I FULLY UNDERSTAND IT, AND I AM FULLY COMPETENT TO SIGN THIS AGREEMENT:

Signature: _____ Date: _____