



38th Annual St. Patrick's Day Celebration

Contact Information

<i>Business Name:</i>	<i>Business Phone:</i>
<i>Contact Person:</i>	<i>Other Phone:</i>
<i>Address:</i>	<i>Website:</i>
<i>City, State, Zip:</i>	<i>Email:</i>

Sponsorship Opportunities

Bronze: Promotional materials to be placed in Shamrock 5K swag bags and at event informational booths.	\$500	
Silver: All the above perks plus social media promotions on all City of Dublin social media platforms and business logo on the race route signage and t-shirt.	\$750	
Gold: All the above plus event naming rights, business logo on all event signage and complimentary admission to the event of your choice.	\$2,000	
Emerald: All the above plus business marketing tool kit, complimentary admission to all events, logo on the Shamrock 5k finish line step and repeat, and logo will be included on the business marketing tool kit.	\$4,000	
Custom Package: Discuss with City staff to determine best package for your business.		

Dublin Business Partner Opportunities

Level One: Business is listed in text on the City of Dublin's website and in the St. Patrick's Day Celebration Community Brochure.	FREE	
Level Two: Business' logo and contact information is on the City of Dublin's website and in St. Patrick's Day Celebration Community Brochure. Storefront signage will be provided.	\$250	
Level Three: Business' logo and contact information is on the City of Dublin's website and in St. Patrick's Day Celebration Community Brochure prominently. Business will receive event marketing tool kit and will be a featured festival mug pick-up location.	\$500	
Level Four: Business' logo and contact information is on the City of Dublin's website and in St. Patrick's Day Celebration Community Brochure prominently. Business will receive event marketing tool kit and will be a featured festival mug pick-up location. Business will be included on the Discover Dublin BINGO card.	\$750	
In-Kind: Perks dependent upon the value of the donation.		

*Payment can be made by check OR by online credit card payment upon request.

Total Fees:

Waiver and Release of Liability

- Vendor acknowledges and understands that participation in the Event involves potential risks that may arise from the actions and inactions of Vendor, other individuals attending the Event, or the City and its officials, employees, agents and volunteers. Vendor expressly agrees to accept and assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from Vendor's participation in the Event, regardless of the cause. Participation in the Event is purely voluntary, and Vendor elects to participate in spite of the risks.
- Vendor releases the City, its officers, officials, employees, agents, and volunteers ("the Released Parties") and waives all actions, claims and demands that Vendor or Vendor's heirs, executors, representatives, insurers, attorneys, administrators or assigns ("the Releasing Parties") may have or may hereafter have for any personal injury, bodily injury (including death) or property damage that Vendor may directly or indirectly incur while participating in the Event, including but not limited

to that incurred as a result of the negligence of the Released Parties. Vendor, on behalf of both Vendor and the Releasing Parties, agrees not to sue the Released Parties on the basis of these waived and released claims.

3. Vendor agrees to comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in the Event.
4. At all times during Event, Vendor, his/her employees and agents shall be independent contractors and not employees or agents of the City. Vendor, and his/her employees and agents shall have no authority, express or implied, to bind the City to any obligation whatsoever.
5. City may terminate Vendor's participation in the Event at any time. City shall not be liable for any costs incurred by the Vendor as a result of such termination by the City.
6. Vendor shall comply with all laws applicable to the performance of the work hereunder, including, to the extent applicable, health and safety regulations. Vendor is solely responsible for the payment of all federal, state and local taxes, including employment taxes, that Vendor may incur as a result of participation in the Event.
7. Vendor represents and warrants to City that Vendor and its employees, agents, and volunteers have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to offer the goods and/or services that Vendor is offering at the Event.
8. Vendor agrees to indemnify, defend, with counsel selected by City, and hold harmless the Released Parties from any and all claims, demands, actions, judgments, damages, liabilities, and costs of any kind, including attorneys' fees, (collectively "Liabilities") arising out of or in any manner related to Vendor's participation in the Event, except to the extent that such Liabilities are caused by the sole negligence or willful misconduct of the Released Parties.
9. The person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on the behalf of the Vendor.
10. IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (TORT, CONTRACT OR OTHERWISE) SHALL VENDOR BE LIABLE TO CITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOST PROFITS, LOSS OF USE, OR LOSS OF OPPORTUNITY) SUFFERED BY THE CITY ARISING IN CONNECTION WITH THIS AGREEMENT. THE AGGREGATE LIABILITY, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE, UNDER WARRANTY, UNDER STATUTE OR OTHERWISE) OF VENDOR UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SPONSORSHIP FEES UNDER THIS AGREEMENT.

By signing below, I agree that I have carefully read the foregoing Waiver and Release of Liability and fully understand its contents. I am aware that this is a release of liability and I sign it without inducement.

Signature

Name (Printed)

Date

**Mailed to:
Parks & Community Services at:
City of Dublin Festivals and Events
100 Civic Plaza
Dublin, CA 94568**

**Emailed to:
Lauren.Marriott@dublin.ca.gov**

**Faxed to:
(925) 833-6651 c/o Special Events**

**CITY OF DUBLIN – EVENT SPONSOR/VENDOR WAIVER AND RELEASE
COVID-19 ADDENDUM**

As a sponsor/vendor in a City of Dublin Event, I/we, the undersigned, hereby agree to the following:

1. I/we agree to comply with any order issued by the Alameda County Public Health Officer, any order issued by the State Public Health Officer, any state guidance or directives issued by the County or State Public Health Officer containing mandatory, binding, or enforceable obligations, or any site- or industry-specific protocols completed as required by State and County requirements.
2. I/we understand that participation in the Event carries inherent risks related to COVID-19 transmission that cannot be eliminated regardless of the care taken to avoid such risks. I/we understand that the City is not responsible in any manner for any risks related to COVID-19 in connection with the Event. I/we further understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic, that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I/we voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from all COVID-19 risks.
3. I/we agree to waive and release the City, its officers, officials, employees, agents, and volunteers (“the Released Parties”) from any and all damages, injuries, losses, liability, claims, causes of action, allegations, assertions, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my/our participation in the Event.
4. I/we further agree to indemnify, defend, with counsel selected by City, and hold harmless the Released Parties from any and all claims, demands, actions, judgments, damages, liabilities, and costs of any kind, including attorneys’ fees, (collectively “Liabilities”) arising out of or in any manner related to my/our participation in the Event, including but not limited to Liabilities arising from or relating to actual or alleged contracting of COVID-19 infection as a result of participating in the Event, except to the extent that such Liabilities are caused by the sole negligence or willful misconduct of the Released Parties.

THIS WAIVER AFFECTS IMPORTANT LEGAL RIGHTS. By signing below, I/we agree that I/we have carefully read the foregoing and fully understand its contents. I/we acknowledge that this is a release of liability and I/we sign it without inducement.

Dated: _____

By: _____

Title: _____

Dated: _____

By: _____

Title: _____