



Walk of the Stars Palm Springs Program Waiver of Donor

1. *Walk of the Stars Palm Springs Program*

Palm Springs, a corporation (herein "County") and Walk of the Stars Palm Springs (herein "WOTSPS") have agreed that the contractor shall install solid sandblasted granite blocks (the stars) in the public right of way to honor prominent personalities associated with Palm Springs. However, Palm Springs is concerned with liability to pedestrians and must retain the right to require removal and/or relocation of the stars if necessary without incurring liability to the donors. Therefore, Palm Springs' approval of the stars has been based on receiving: (a) An irrevocable offer to dedicate to Palm Springs as a gift all stars installed in the public right of way, and (b) The written waiver and release of any and all donors or contributors of any rights, title or interest in the stars. It should be expressly understood, however, that the stars are the property of WOTSPS and not the County until the offer to dedicate is accepted.

2. *Waiver With Respect To Modification Or Removal*

The Donor, its agents, heirs, successors and assigns hereby waive any and all rights, title, causes of action or interest in the star towards which the contribution was made. Donor understands that WOTSPS and/or County have the right to alter, relocate or remove the star at any time, and Donor waives any and all causes of action, damages, rights to receive any notice and/or compensation, or to object to the alteration, relocation, removal or destruction of the star.

3. *Indemnification of Donor*

WOTSPS agrees to indemnify the donor, its agents, heirs, successors and assigns against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omission or liabilities, including paying any legal costs, attorney fees, or paying any judgment (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of the or in connection with the negligent acts or omissions of WOTSPS hereunder.

4. *Waiver of Right to Sue*

Donor, its heirs, successors and assigns hereby waive any right to sue WOTSPS or Palm Springs for breach of any written or oral representation with respect to the WOTSPS including, but not limited to, the revocable license and maintenance agreement, except that donor shall not waive any right to enforce the indemnification convenient of WOTSPS contained in Section 3 above.

Name of Star: _____

Date: _____ By: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ Email: _____