

City of Ontario – Recreation & Community Services Día De Los Muertos Community Altar Showcase

What is the Altar Showcase?

FREE TO PARTICIPATE!

Creating an altar to honor the dead is one of the most important parts of Día De Los Muertos. Altars can be heartfelt and humorous, simple, or extravagant. In addition to deceased family members and friends, altars are constructed for departed pets, celebrities, and historical figures. There will also be a community altar where anyone who has lost a loved one is invited to leave a copy of a picture, personal note, or other small remembrance item. Please complete the Community Altar Application and see the guidelines for your submission for the community altar.

The Alter Showcase is, an open-air exhibition of community altars that honor the deceased and/or explore the Dia de Los Muertos tradition and other rituals memorializing the dearly departed. For those unfamiliar with this Holiday's traditions, altars honor the deceased with food and often colorful and playful offerings. Tributes include everything from toys for children, photographs, special foods, or other symbolic items that were meaningful before death. Marigolds, also known as the flower of the dead (cempasúchil), are often used as colorful paper flowers, birds, or skeletons. The images of the skeletons (calacas) are not meant to be scary but instead mimic joyful moments, such as dancing.

Items will be displayed outdoors, and please do not provide display pieces of high value or family heirlooms. We highly encourage copies of photos and disposable items in case of damage or theft. Artists and community members are asked to submit altar concepts for consideration for the exhibition that will take place during the City of Ontario Día De Los Muertos Community Altar and Procession event. Participation in the Altar Exhibit is free, but space is limited.

Applications will be on a first-come, first-serve basis.

Please follow the Rules, Guidelines, and Instructions on how to submit.

- A maximum of one 10' x 10' altar space
- No 10'x10' overhead canopies will be permitted
- Overhead lights will be provided
- Artists whose entry is accepted for the exhibit will be notified immediately after receipt of the application

Items Prohibited:

- Real food and drink (including alcohol)
- Plants (live or dead, including cut flowers) fake plants are permitted
- Weapons and Weapon Paraphernalia
- Open flames (including candles) are strictly prohibited
- Battery-operated candles are approved for use
- Decaying Remains or Ashes
- No amplified sound
- Electricity will not be provided
- No items allowed with nudity or vulgar imagery

For questions, please call the Armstrong Community Center at (909) 395-2020 Submission # (To be given at the time of registration)

Recreation & Community Services Department Día De Los Muertos Community Altar Showcase Application

Name	Agency/School				
Phone	Email Address				
Street Address	City	State	Zip		
Description of Altar Submission:					

Will you be returning to pick up the Altar Submission: (Circle) Yes No

All items will be available for pick up at the Armstrong Community Center on November 4, 2024. Please call ahead at (909) 395-2020 so we can have your item ready for pick up. Items will be discarded unless picked up by November 15, 2024.

The City of Ontario is not liable for any damage or theft of Items that will be displayed outdoors; please do not provide display pieces of high value or family heirlooms. We highly encourage copies of photos and items that are disposable in the event of damage or theft.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT; ASSUMPTION OF RISK WAIVER; AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or Description: City of Ontario - Día De Los Muertos Altar Showcase

Use athletic fields and open park spaces at various City of Ontario parks for practices and games.

Indemnitor(s) (list all names):	
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To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, defend (with counsel agreeable to City of Ontario, hereinafter "City") and hold harmless the City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, liability and losses of any nature whatsoever, in law or equity, to property or persons, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, or event attendees arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision, except such loss or damage which was caused by the willful negligence or gross misconduct of Indemnitees.

COVID-19 RELEASE AND INDEMNITY. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Indemnitees have created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, Indemnitees cannot guarantee that Indemnitor or any of its officers, agents, servants, employees, or event attendees will not become infected with COVID-19. Further, any social gathering permitted under the above-referenced contract, agreement, license, or permit ("Social Gathering") may increase the risk of contracting COVID-19. By signing below, Indemnitor acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Indemnitor may be exposed to or infected by COVID-19 by attending a Social Gathering, and that such exposure or infection may result in

personal injury, illness, permanent disability, and/or death. Indemnitor understands that the risk of becoming exposed to or infected by COVID-19 from participation in the Social Gathering may result from the actions, omissions, or negligence of Indemnitor and others. Indemnitor voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to Indemnitor including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind that Indemnitor may experience or incur in connection with attending a Social Gathering. As consideration for being permitted by Indemnitees to participate in a Social Gathering, Indemnitor hereby agrees that Indemnitor, his/her assignees, heirs, distributes, guardians, and legal representatives release all claims against, will not sue, and will not attach any liens or encumbrances against the property of Indemnitees, on account of injury or damage resulting from contracting COVID-19, regardless of whether a COVID-19 infection occurs before, during, or after participation in the Social Gathering. As further consideration for being permitted by Indemnitees to participate in a Social Gathering, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, defend (with counsel agreeable to City) and hold harmless Indemnitees from any Liabilities related to any of Indemnitor's event attendees or quests contracting COVID-19, regardless of whether a COVID-19 infection occurs before, during, or after participation in the Social Gathering, except such loss or damage which was caused by the willful negligence or gross misconduct of Indemnitees.

These indemnity provisions are effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. These indemnity provisions shall survive the termination of this Agreement and are in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under these indemnity provisions, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under these indemnity provisions. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing any of these indemnification provisions. These indemnity provisions are effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees. City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification and Hold Harmless Agreement. Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees. In the event there is more than one

person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

By signing below, Indemnitor hereby acknowledges that he/she is an agent of the above listed organization(s) or person(s) and that he/she is authorized to sign this Agreement. Indemnitor further acknowledges that he/she has read, understands, and agrees to comply with all policies for park/facility reservations. Any required insurance certificate must name the City as additional insured.

"Indemnitor"

Name: By: Title: Date:	By: Title:		-
Name	Signature		Date