



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

Honor loved ones who have passed with a community altar display. The altar will be displayed at the R. Jack Mercer Community Bandstand on Euclid and C Street from Wednesday, October 23 – Sunday, November 3, 2024.

Items 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.

Drop off all artwork/offerings/display pieces at the Armstrong Community Center, 1265 S. Palmetto Avenue, Ontario, CA 91762. Items may be picked up after the event at the exact location. Please do not bring items to the altar site. Armstrong Community Center Hours: Monday – Thursday 8:00 AM – 5:30 PM; Friday 8:00 AM – 4:30 PM

Drop off dates: October 14 – 23 (No drop off 10/19, 10/20)

Altar Displayed: October 23 – November 3

Pick-up dates: November 4 – November 15

### Entry Guidelines:

- Items cannot exceed 48" all around.
- Items cannot exceed 40 lbs.
- 3-dimensional pieces need to be sturdy for the safety of the public and the item.
- If your display item includes battery-operated candles, you must provide extra batteries when you drop off your item. We can't guarantee that the batteries will be replaced.
- Please make sure all artwork is free of any pests, pet hair, or odors.

### 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 Submission Application**

<b>Name</b>	<b>Agency/School</b>		
<b>Phone</b>	<b>Email Address</b>		
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>

Description of Altar Submission: _____ _____ _____
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**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 if not 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 that are 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 of athletic fields and open park spaces at various City of Ontario parks for practices and games.**

Indemnitor(s) *(list all names)*: \_\_\_\_\_

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, distributees, guardians,

and legal representatives release all claims against, will not sue, and will not attach any liens or encumbrances against the property of Indemnites, 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 Indemnites 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 Indemnites from any Liabilities related to any of Indemnitor's event attendees or guests 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 Indemnites.

These indemnity provisions are effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnites and shall operate to fully indemnify Indemnites 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 Indemnites 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 Indemnites 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 Indemnites. 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 Indemnites, 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 Indemnites. 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: _____	Name: _____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Name

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Signature

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Date