

Oceanside Limitations on City's Liability and Certifications, Assurances and Warranties – (Must be completed by all applicants)

a. WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY THE CITY OF OCEANSIDE

The applicant and all owners and operators hereby waive and releases the City from any and all liability for monetary damages related to or arising from the application for a license, the issuance of the license, or the enforcement of the conditions of the license. The applicant certifies that under no circumstances shall the applicant cause any cause of action for monetary damages against the City of Oceanside, the permitting official or any City employee or agent as a result of this permit application or issuance or the enforcement of the conditions of the license.

b. RELEASE CITY OF OCEANSIDE FROM LIABILITY FOR ISSUING THE APPLICANT A LICENSE

By applying for a license pursuant to the Oceanside Medical Cannabis Facility license and by accepting a license, from the City of Oceanside Development Services Department acting as the Oceanside Local Permitting Authority, the applicant/permittee, owners and operators, and each of them, waives and releases Oceanside, and its elected officials, employees, agents, insurers and attorneys, and each of them, from any liability for injuries, damages, costs and expenses of any nature whatsoever that result or relate to the investigation, arrest or prosecution of business owners, operators, employees; clients or customers of the applicant/permittee for a violation of state or federal laws, rules or regulations relating to cannabis activities.

c. AGREEMENT TO INDEMNIFY CITY OF OCEANSIDE

By applying for a license pursuant to the Oceanside Medical Cannabis Facility license Program and by accepting a license, from the Oceanside Development Services Department acting as the Oceanside Local Permitting Authority, the applicant/permittee, owners and operators, and each of them, jointly and severally if more than one, agrees to indemnify, defend and hold harmless Oceanside, and its elected officials, employees, agents, insurers and attorneys, and each of them, against all liability, claims and demands, of any nature whatsoever, including, but not limited to, those arising from bodily injury, sickness, disease, death, property loss and property damage, arising out of or in any manner related to the operation of the commercial medical cannabis facility that is the subject of the license.

- d. The applicant, commercial cannabis business manager and anyone with an ownership interest in the business referenced herein represents and certifies they have submitted to a Live Scan and/or background check no earlier than 30 days prior to the date of this application.
- e. For renewals, the applicant represents and certifies that they continue to hold in good standing any permit/license required by the State of California where applicable for a cannabis business operation.
- f. The applicant understands that operators, employees and members of the cannabis business may be subject to prosecution under Federal Laws.

