

# Pittsboro Holiday Parade Participant Agreement

Assumption of Risk, Waiver of Liability, Indemnification Agreement and Covenant not to Sue

## INSTRUCTIONS

**Print out and read** this entire document. Insert the name of your organization as indicated in Section 1. Instruct each person associated with your entry (parent or guardian, for a minor) to complete and sign in the appropriate spaces at the bottom. Return the signed and completed form(s) with the rest of your Parade Entry Form.

The Holiday Parade is a well-loved tradition for the Pittsboro community. While the excitement, wholesome appeal, and civic pride associated with the parade is unmistakable, the Town of Pittsboro want to make certain that all participants are fully aware of the various inherent risks associated with this activity. The Town does not intend to frighten, or dampen participants' enthusiasm for the parade, but we believe it is important that you be informed of the nature of the activity.

### Assumption of Inherent Risks.

While it is impossible to list all of the inherent risks associated with participation in a parade, some are listed below to provide participants with a better idea of the risks involved.

Parades involve inherent risks, hazards and conditions that may be dangerous to life, limb and property and that can arise in an incalculable variety of unforeseeable or foreseeable ways which may include (as examples, but not necessarily as a complete list) the following: The presence and use of horses and other animals, motor vehicles, machinery, floats, acrobats, projectiles, aerial demonstrations, baton twirling, wind, rain, hail and other forces of the elements, and other threats to life and limb, such as the possibility of slipping and falling and complications associated with weather conditions and physical exertion (such as heat stroke, fainting, collapse, exhaustion or other more serious complications).

The undersigned is aware of and understands the inherent risks, hazards and dangers associated with parade participation and, notwithstanding that the actual conditions at the Parade may pose more or less risks, hazards and dangers than those so enumerated, the undersigned nevertheless elects, voluntarily, to enter and/or participate in the Parade on the terms, conditions and covenants set forth herein.

### Consideration.

FOR AND IN CONSIDERATION of myself or my/our child/children being permitted to participate in the Pittsboro Holiday Parade and any other activities associated with the Parade sponsored by the Town of Pittsboro, I/we, for myself/ourselves, my/our heirs, executors, administrators, personal or legal representatives, next of kin, successors and assigns, hereby agree to:

### Waiver of Liability and Covenant Not to Sue.

(i) RELEASE, WAIVE, FOREVER DISCHARGE and COVENANT NOT TO SUE The Town of Pittsboro, its elected officials, officers, employees, affiliates, volunteers, and Parade sponsors and agents, (collectively the "Town") from any and all claims, losses, damages, or liability (present and future), on account of injury to myself, my/our child/children or property, including injury resulting in death, arising out of, or in any way connected with, the participation in the Parade, including, without limitation, to the extent permitted by law, any claim, loss, liability, or damage related (directly or indirectly) to acts or omissions (negligent or otherwise) of the Town including from all liability for any and all causes and claims of every type and nature whatsoever, including but not limited to property damage, injury to person and/or death, or otherwise, without limitation, arising out of or alleged to be arising out of the conduct of the Parade, the pre-Parade formation, staging, placement, judging, organizational meetings, post-Parade ceremonies and any other Parade event sanctioned by the Town of Pittsboro; and

### Indemnification.

(ii) INDEMNIFY, DEFEND and HOLD HARMLESS the Town from and against any and all claims, losses, liability, and damages (present and future) and all costs, charges, and fees (including reasonable attorneys' fees) related thereto, arising out of, or in any way connected with my participation, my/our child's/children's participation in the Parade or connected with the participation of anyone participating in the Parade under my/our auspices or with my/our implied or express consent, including, without limitation, to the extent permitted by law, any claim, loss, liability, or damage related (directly or indirectly) to acts or omissions (negligent or otherwise) of the Town.

I/we understand that my participation, my/our child's/children's participation in the parade involves the risk of injury or death, and by executing this Release, Indemnity, Acknowledgement and Assumption of Risk (this "Release"), I/we acknowledge and assume all risk of injury or death resulting from my participation, my/our child's/children's participation in the parade.

Severability.

I/we further agree that if any term or provision of this Release, or the application thereof, to any person or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Release, or the application of such term or provision, to person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Release shall be valid and enforceable to the fullest extent permitted by law.

Venue and Jurisdiction

I agree that if, in spite of this contract, legal action is brought against the Town of Pittsboro regarding a claim, the appropriate trial court for the County of Chatham in the State of North Carolina has the sole and exclusive jurisdiction and that only the substantive laws of the State of North Carolina shall apply.

Acknowledgements, Assertions, and Agreements.

The undersigned hereby promises that the state of his or her physical health (if this release is on behalf of an individual), or the physical health of the persons representing the undersigned in this Parade (if this release is on behalf of an organization) will, on the day of the Parade, be sufficiently sound to permit such person(s) to safely participate. If such person(s) will be handling any animal, motorized vehicle, apparatus, device, or other thing in the Parade, he/she/they is/are possessed of sufficient experience in doing so such that the life, limb or property of self and others will not be exposed to unreasonable risk of harm.

Photographic Images

I/we hereby grant the Town of Pittsboro, North Carolina permission to use a photographic image of myself or my/our child/children online or in a printed publication for public distribution without payment or any other consideration. I/we understand and agree that these materials will become the property of the Town of Pittsboro, North Carolina.

I/we hereby irrevocably authorize the Town of Pittsboro, North Carolina to edit, alter, copy, exhibit, publish or distribute this image for purposes of promoting Chatham County government programs or services or any other lawful purpose. In addition, I/we waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I/we waive any right to royalties or other compensation arising or related to the use of the photograph.

Acknowledgement of Understanding.

I have read this Participant Agreement – Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant not to Sue and fully understand its terms. I understand that this document releases my right to make a claim if I or my child/ children have an accident or are injured resulting from the inherent risks of participating in a parade, or the ordinary negligence of the Town of Pittsboro. I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that resulting from the inherent risks of the parade or from the ordinary negligence of the Town of Pittsboro, to the greatest extent allowed by the laws of the state of North Carolina. This signature is provided without reliance on any representations, statements or inducements, express or implied, made by any party whomsoever.

DO NOT SIGN THIS IF YOU HAVE NOT READ AND FULLY UNDERSTAND THE PARADE ARTICIPATION AGREEMENT

In addition to the signature by the primary contact person, each individual participant in each entry must sign on subsequent pages.

<b>Name of Entry/ Organization:</b>
<b>Name of Primary Contact Person:</b>
<p>I, the Primary Contact Person for this entry, attest that all participants associated with my entry have signed the Parade Participant Agreement.</p> <p>Signature of Primary Contact Person: _____ Date _____</p>



