

PARADE PARTICIPANT AND/OR VENDOR WAIVER OF LIABILITY AGREEMENT

In consideration for being allowed to participate in the Ovid Carriage Days Festival as a parade participant and/or vendor, I acknowledge and agree to the following:

1. I am 18 years of age or older.
2. I understand that I risk injury by participating in the Carriage Days Festival. I further recognize that the risk of injury may include the potential for permanent paralysis and death and that, while particular rules, equipment, and personal discipline may reduce my risk of injury such risk is serious.
3. I knowingly and freely assume all risk of injury, both known and unknown, even if arising from the negligence of the City, the Carriage Days Festival Committee Members, or other, and assume full responsibility for my participation.
4. I agree to comply with stated and customary terms and conditions for participation in the Carriage Days Festival. I understand that all floats and crafters booths will be inspected for possible safety hazards. I understand that the Carriage Days Festival Committee reserves the right to prohibit unsafe entries from participation in the parade. My use of the City's property, equipment, and facilities shall comply with established and posted rules and staff directives. I agree to report: (1) any unregistered parade or vendor participants; and (2) any violations of established rules, staff directives, or posted rules to a City official. Additionally, I will report any unusual hazard that I witness to a City Official
5. I acknowledge that the City shall not be liable for any loss, breakage, or theft of my personal property that occurs in connection with my participation.
6. In the event of an emergency, I authorize the City Officials to secure from any licensed hospital, physician, and/or medical personnel, any treatment deemed necessary for my immediate care. I agree that I will be responsible to pay for any and all medical services rendered.
7. It is my intention, by signing below, to expressly assume all risk of personal injury, monetary loss, death, or property damage upon myself, to the exclusion of the City and the Carriage Days Festival Committee Members. I release the City from liability for personal injury, monetary loss, property damage, or wrongful death. I further agree to indemnify and hold harmless the City of Ovid and the Carriage Days Festival Committee from any and all liability, loss, or damage I may suffer as a result of claims, demands, costs, or judgments against the City or the Carriage Days Festival Committee arising from my participation in the Carriage Days Festival.

8. I further agree that my spouse, assignees, heirs, guardians, and legal representatives (if any) will not make any claim against, sue, or attach the property of the City or the Carriage Days Festival Committee for any loss or damage resulting from my involvement in the Carriage Days Festival.

9. I am aware that this agreement is a release of liability and therefore is a waiver of my legal right to collect damages in the event of injury, death or property damage.

10. I sign this agreement of my own free will, in consideration for the right to participate in the Carriage Days Festival as a parade participant and/or vendor.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____

SIGNATURE OF PARTICIPANT

DATE SIGNED: _____

UNIT NAME _____