

# Participant Contract and Application

## Star City Pride Parade Waiver of Liability and Hold Harmless Agreement

1. In consideration for receiving permission to participate in the 2020 Star City Pride Parade, I hereby waive any right to sue "Star City Pride, their officers, agents, servants or employees" (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any of the property belonging to me, whether caused by the negligence of the RELEASEES, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.
2. I am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to inclement weather or crowd. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks or loss of property, damage, and personal injury, including death, which may be sustained by me, or any loss or damage of property, owned by me, as a result of being engaged in such activity, whether caused by the negligence of RELEASEES or otherwise.
3. I further hereby agree to indemnify and hold harmless the RELEASEES from any loss, liability, damage, and costs, including court costs and attorney fees that they may incur due to my participating in said activity, whether caused by negligence or RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive; and my heirs, assignees and personal representatives, if I am deceased, and shall be deemed as a legal waiver and covenant not to sue the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Nebraska.
5. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement along with the terms and conditions outlined on the official parade webpage and attached herein, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020

PARTICIPANT

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Participant Organization & Printed Name

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Signature