

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT YPSILANTI HERITAGE FESTIVAL PARADE

In consideration of being permitted to participate in the Ypsilanti Heritage Festival Parade and /or other activities relating to the Parade in Ypsilanti, Michigan or elsewhere, (hereinafter referred to a Parade), I, or myself, my organization, my fellow members of this organization, and their employees, agents, successors, assigns, heirs and next of kin:

1. Hereby release, waive, discharge and covenant not to sue the Ypsilanti Heritage Festival, the City of Ypsilanti, the Parade Committee, the Parade Sponsor (Ypsilanti Area Jaycees) and/or all parade participants and the directors or any of the foregoing (hereafter referred to as Releases), from all liability to me, my personal Representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to my person or property or resulting in my death, whether caused by the negligence of the Releases or otherwise while I am observing, working for or participating in the Parade (including but not limited to, all preparations therefore, the Parade itself, all incidental activities including pre and post parade activities, and the return of parade materials to storage locations).

2. Hereby agree to indemnify and save and hold harmless the Releases and each of them from any loss, liability, damage, or costs they may incur due to my presence in any way observing, or working for, or participating in the Parade (including but not limited to all preparation therefore, the Parade itself, all incidental activities including pre and post parade activities and return of Parade materials to storage locations) and whether caused by the negligence of the Releases or otherwise.

3. Hereby assume full responsibility for any risk of bodily harm, death, or property damage due to the Releases, or otherwise while observing, or working for, or participating in any aspect of the parade. I expressly acknowledge and agree that the activities of the Parade have the potential of being dangerous and could involve the risk of serious injury and/or death and/or property damage. I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as a broad and inclusive as is permitted by the laws of the State of Michigan, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and voluntarily sign the Release and Waiver of Liability and Indemnity Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made and that this Release is being relied upon by the Parade in permitting my organization to participate in this parade. I also represent that I am authorized to sign this document on behalf of my organization.

Signature _____ Date _____

Name of Entry _____ Phone _____

Please note: the participants shall indemnify and hold the Ypsilanti Heritage Festival and the Ypsilanti Area Jaycees free and harmless from any and all liability, claims, loss, damage or expenses, including attorney fees arising by reason of any death, injury or property damage sustained by any person caused or allegedly caused by any negligent or intentional act of the participant, or by the participant's failure to perform any covenant, term, condition or act required by this agreement.

I understand that as a parade participant I am responsible for providing my own insurance.