



# 89<sup>th</sup> Annual Pioneer Day Parade

## Liability Waiver

(Including General Release and Covenant Not to Sue)

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### INSTRUCTIONS

Each person associated with your entry must complete and sign in the appropriate spaces below.

Return the signed and completed form(s) with the rest of your Parade Entry Form(s). If you cannot get all the necessary signatures prior to the Parade, complete the form as best you can and send it in. Print out extra copies of this form and collect the additional signatures prior to the Parade. Turn them in when you check in on Parade day.

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In consideration of being granted a position as an entrant and/or permission to participate in the Paso Robles Pioneer Day Parade, (the "Parade"), or on behalf of a minor child, the undersigned agrees and states as follows:

- The undersigned is aware of and understands the inherent risks, hazards and dangers associated with parade participation (which are printed below and incorporated herein as though appearing above the signature of the undersigned) 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.
- The undersigned hereby promises that the state of his or her physical health (or of his/her minor child) 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, firearm, or other thing in the Parade, he/she is 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.
- The undersigned is aware that the Parade may be photographed, videotaped, or audio taped for educational, publicity or fundraising purposes and that the Parade may be telecast on public television or in electronic form on the Internet (collectively the "Parade Telecast"), and understands that by participating in the Parade, the undersigned (or his/her minor child) is likely to appear in the Parade Telecast. The undersigned hereby grants his/her consent to the Paso Robles Pioneer Day Parade Committee and any producer, co-producer or presenter of the Parade Telecast, in perpetuity, to display the likeness of the undersigned (or his/her minor child) in the Parade Telecast and in any related promotional use without compensation.
- The undersigned hereby releases, waives, discharges and covenants not to sue the Pioneer Day Committee, its board and officers, Parade officials, affiliates, volunteers and other participants all for the purposes herein referred to as "releasees," from all liability to the undersigned, his personal representatives, assigns, heirs and the next of kin for any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether cause by the negligence of the releasees or otherwise while the undersigned is involved in any activities related to or at the Parade.
- The undersigned hereby agrees to indemnify, defend, protect, save and hold harmless the releasees, the Pioneer Day Committee, its Board and Officers, parade officials, affiliates, volunteers and other participants, each of them from any loss, liability, damage, or cost they may incur due to the undersigned in any way competing, officiating, observing, or working for or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
- The undersigned hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of releasees or otherwise while competing, officiating, observing, or working for or for any purpose participating in the event.

### RISKS, HAZARDS AND DANGERS ASSOCIATED WITH PARADE PARTICIPATION

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, firearms, floats, fireworks, 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).

