

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNITY
AGREEMENT OF PARTICIPANTS IN THE 2021
TOWN OF THORSBY SWEDISH FEST PARADE
PRESENTED BY THE TOWN OF THORSBY, ALABAMA**

PARTICIPANTS: THIS DOCUMENT EXPLAINS THE LEGAL RESPONSIBILITIES OF ALL TOWN OF THORSBY PARTICIPANTS. PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING.

In consideration for admission and participation in the Town of Thorsby Swedish Fest Parade (hereinafter in this release referred to as "parade"), the undersigned Participant (hereinafter in this release referred to as "participant"), in full recognition and appreciation of the dangers and risks inherent in participating in the Thorsby Swedish Fest Parade, executes this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNITY AGREEMENT (hereinafter in this release referred to as "Release"). The participant acknowledges that they execute and grant this release and indemnification agreement unto Town of Thorsby in consideration for admission and participation in the Town of Thorsby Swedish Fest Parade.

1. Acknowledgement of Risk. The Participant acknowledges that participation in the parade is a potentially dangerous activity for the participant, riders on the participant's vehicle and float (hereinafter, "riders"), as well as the patrons of the parade (hereinafter, "patrons"). Participation in the parade could cause property damage or injury to participants, riders, and patrons. Town of Thorsby in no way guarantees the safety of participants or riders. Town of Thorsby expressly disavows responsibility for the security of the undersigned participant's property and/or their contents. The participant is solely responsible for the personal safety of participants and their respective riders. The participant is also solely responsible for the personal safety of additional riders and agents of the participant, during their participation in the parade.

2. Standards of Conduct. Participant acknowledges, agrees, and promises that while participating in the parade they will comply with all the Town of Thorsby's Rules and Regulations for the parade. Participant also agrees and promises to comply with safety rules and all applicable local, state, and federal laws and/or ordinances. Participant, by their signature below, promises that they will conduct themselves in a safe, reasonable, and responsible manner at all times during the parade. Participant, by his signature below, also agrees to require that riders of his vehicle shall comply with all rules referenced in this paragraph, and that they shall cause no damage to any patron's person or property.

3. Release and Waiver of Liability. Participate, for himself, his heirs, assigns and successors in interest, does hereby release, waive any claim against, and forever discharge Town of Thorsby, its agents, employees, officers, and directors, from or for any and all damage, loss, destruction of property or injury, and any and all actions, causes of action, damages, claims or demands therefor on account of injury to person or property arising out of or related to the participation in the Town of Thorsby Swedish Fest Parade, whether caused by the negligence of the Town of Thorsby, its agents, employees, officers, directors, or otherwise.

4. Indemnification.

4.1 Participants shall indemnify, defend, and hold free and harmless the Town of Thorsby, and each of its agents, employees, officers, and directors, from and against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses incurred by a rider of the participant's vehicle. Indemnification shall include, but will not be limited to, civil monetary damages, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, resulted, or alleged to have resulted from negligent and or wanton acts occurring in the scope of participation within the Town of Thorsby Swedish Fest Parade. This indemnification agreement shall be binding against the participant in all losses, regardless of whether the loss is also caused by the contributory negligence of Town of Thorsby, their agents, employees, officers, directors, or otherwise.

4.2 Participant shall indemnify, defend, and hold free and harmless the Town of Thorsby, and each of its agents, employees, officers, and directors, from and against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses incurred by a patron of the parade that is injured by the act of a participant or an act of a rider of the participant's vehicle. Indemnification shall include, but will not be limited to, civil monetary damages, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, resulted, or alleged to have resulted from negligent and or wanton acts occurring in the scope of participation within the Town of Thorsby Swedish Fest Parade. This

indemnification agreement shall be binding against the participant in all losses, regardless of whether the loss is also caused by the contributory negligence of Town of Thorsby, their agents, employees, officers, directors, or otherwise.

5. Assumption of the Risk. Participant assumes all risk of injury, death, or property damage arising out of or related in any way to participating in the Town of Thorsby Swedish Fest Parade.

6. Miscellaneous.

6.1. Inclusiveness & Severability. Participant acknowledges that this Release extends to all acts of negligence committed by the Town of Thorsby and acknowledges that the release is intended to be as broad and inclusive as is permitted by the laws of the State of Alabama. If any portion of this Release is held invalid, the balance of this Release shall continue in full legal force and effect.

7.2. Law & Forum. This Release will be governed by and construed under the laws of the State of Alabama without regard to conflicts-of-laws principles that would require the application of any other law. Any litigation arising out of the Town of Thorsby of Thorsby Swedish Fest Parade shall be heard within the District of Circuit Courts of Chilton County, Alabama.

7.3. Sole Agreement. This Release supersedes all other agreements and understandings, whether written or oral, and represents the full and complete understanding of The Town of Thorsby, and Participants regarding participation in the Town of Thorsby Swedish Fest Parade.

I HAVE READ AND SIGNED THE TWO PAGES OF THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS.

I UNDERSTAND THAT, IN CONSIDERATION FOR MY ADMISSION AND PARTICIPATION IN THE TOWN OF THORSBY SWEDISH FEST PARADE, I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING THIS DOCUMENT. I ALSO FULLY UNDERSTAND THAT DURING THE PARADE, I AM SOLELY RESPONSIBLE FOR THE CONDUCT OF THE RIDERS WITHIN MY TOW VEHICLE AND FLOAT.

I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME.

I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Signature

Date

Phone Number

Participant Printed Name

Address

Drivers License Expiration Date

Insurance Name/Expiration Date

I hereby certify that the participant has read and signed the foregoing document, after presenting to me a State of Alabama driver's license as identification.