



**THE TOWN OF PAGOSA SPRINGS' PARADE PARTICIPANT
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
2022 FOURTH OF JULY PARADE**

IN CONSIDERATION of permission to participate in the Fourth of July Parade, the undersigned for himself/herself, his/her personal representatives, heirs and next of kin acknowledges and agrees that he/she has voluntarily requested and agreed to participate in the 2022 Fourth of July Parade which is to be held on **July 4, 2022**. PARTICIPANT further agrees that he/she understands the activities he/she is to perform and the potential dangers to injury or death that could occur as a result of his/her participation in the Parade. PARTICIPANT FURTHER:

- 1) **HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE PARTICIPANTS, THE TOWN OF PAGOSA SPRINGS**, Sponsors, Advertisers, their Officers and Employees all for the purposes herein referred to as "Releasees" from all liability to the undersigned, his/her 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 the person or property or resulting in the death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is for any purpose participating in the parade;
- 2) **HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned while for any purpose participating in the Parade and whether caused by the negligence of the releasees or otherwise.
- 3) **HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releasees or otherwise while for any purpose participating in the Parade.

THE UNDERSIGNED expressly acknowledges and agrees that the activities of the parade can be dangerous and involve the risk of serious injury and/or death and/or property damage. **THE UNDERSIGNED** further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. All participants in the parade must complete and sign a waiver form. One waiver form per person.

PARADE ENTRY NAME: _____

Participant Signature: _____ Date: _____

Print Participant Name: _____

Name of Minor (Under Age 18): _____

Minor's Parent or Legal Guardian Signature: _____ Date: _____