

City of Sanford
PARADE LIABILITY WAIVER
(Including General Release and Covenant-Not-to-Sue)

Please read this entire document. Return the signed and completed form(s) by June 27 to be considered in the parade. You will be notified by email if approved or not.

IN CONSIDERATION of being granted a position as an entrant and/or permission to participate in the Sanford July 4 Parade by the City of Sanford, (the "Parade"), or on behalf of a minor child, the undersigned agrees and states as follows:

1. 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. In this regard, the undersigned, for himself/herself/itself and for his/her heirs, successors, assignees, personal representatives, and next of kin, hereby forever releases, waives, discharges, covenants not to sue and agrees to hold harmless the City of Sanford, as well as its officers, agents, sponsors, volunteers, and employees, from all liability for any and all causes and claims of every type and nature whatsoever in law or equity, including but not limited to negligence, property damage, injury to person and/or death, or otherwise, without limitation, arising out of or alleged to be arising out of or resulting from, in whole or in part, the Parade, the pre-Parade formation, staging, placement, judging, organizational meetings, post-Parade ceremonies, and any other Parade event sanctioned by the City of Sanford.

2. The undersigned hereby promises that the state of his or her physical health will, on the day of the Parade, be sufficiently sound to permit such person to safely participate. The undersigned understands that he/she is responsible for monitoring his/her own condition throughout the Event to ensure that he/she is sufficiently sound to continue to safely participate in the Event. If such person will be handling any animal, float, motorized vehicle, apparatus, device, firearm, or other thing in the Parade, he/she is possessed of sufficient experience in doing so that the life, limb, or property of self and others will not be exposed to unreasonable risk of harm. If such person is the driver of a motorized vehicle or float, such person promises that he/she has a valid driver's license and has sufficient insurance on the vehicle or float.

3. The undersigned understands that there is no smoking or alcoholic beverages allowed in, on or about the Parade, and that each organization and participant will follow all public safety laws.

4. I also understand that any PHOTOS taken of me or my family members at this public event may be used for City purposes, including, but not limited to: websites, print brochures, or newspaper advertising.

5. THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS RELEASE AND COVENANT-NOT-TO-SUE IN ITS ENTIRETY AND VOLUNTARILY SIGNS SAME, without reliance on any representations, statements, or inducements, express or implied, made by any party whomsoever. This release and waiver of claims shall not constitute or be construed

as a waiver of any defense, immunity or limitation of liability which may be available to the Town under the Maine Tort Claims Act pursuant to the provisions of 14 M.R.S.A. § 8101 et seq. or any other privileges or immunities as may be provided by law.

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).

IN WITNESS WHEREOF, I have read and understood and freely executed this waiver and release on the date following my signature below.

Signature of Participant or Guardian: _____

Date: _____

Name Printed: _____

Name of Minor: _____

Organization/Business: _____

Name of Responsible Party from Organization: _____

Email Address: _____ Cell Phone: _____

Please fill out the following vehicle/parade information:

Vehicle/Float Description: _____

Approximate # of Walkers (if any): _____

If there is a vehicle being driven in the parade please fill out the following:

Name of Driver (if necessary): _____

Driver's License # (if necessary): _____

Insurance Company and Policy of Driver: _____

Registration/License Plate: _____