



Release and Waiver of Liability

IN CONSIDERATION of being permitted to participate in the Dallas Holiday Parade, (the "Parade"), the UNDERSIGNED hereby AGREES:

1. That in taking part in this event, there is a possibility of physical illness or injury (minimal, serious or catastrophic) and that participant is assuming the risk of such illness or injury by participating. I agree to accept responsibility for my child, his/her safety and welfare during the course of this event.

2. That participation in the Parade is a potentially hazardous activity. I will not participate unless I am medically able and properly attired including appropriate footwear. I understand that there may be traffic on the Parade route, and I assume any and all risks associated with this event including, but not limited to, falls; contact with other participants or vehicles, floats or animals; the effects of weather; road conditions; and any and all other risks of bodily injury, death or property damage.

3. If my participation in the Parade includes the participation of a motorized vehicle, I hereby represent and warrant that the vehicle is properly insured, and I assume all responsibility for such related activities in the Parade and agree to indemnify HTEDance & Spirit Group, Inc.; the City of Dallas; Parade sponsors; and Parade leadership committee, along with their respective agents, officers, directors, employees, successors and assigns for any loss, liability, damage or expense (including attorney's fees) arising out of any injuries or damages caused by the vehicle or my operation of said vehicle.

4. If my participation in the Parade includes the participation of an animal, I hereby represent and warrant that such animal is properly trained to participate in the Parade, and I assume all responsibility for such animal's activities in the Parade and agree to indemnify HTEDance & Spirit Group, Inc.; the City of Dallas; Parade sponsors; and the Parade leadership committee, along with their respective agents, officers, directors, employees, successors and assigns for any loss, liability, damage or expense (including attorney's fees) arising out of any injuries or damages caused by the animal.

5. In consideration of your accepting my participation in the Parade, I hereby release, discharge, waive all claims against and promise not to sue all sponsors of the Parade, including but not limited to HTEDance & Spirit Group, Inc.; the City of Dallas; and the Parade leadership committee, along with their respective agents, officers, directors, employees, successors, assigns or anyone acting on their behalf, from any and all claims or demands on account of injury or damage to the person or property of the undersigned, including the risk of death or serious injury of any kind or nature whatsoever arising out of or in the course of my participation in the Parade.

6. This Release and Waiver of Liability extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, and is intended to be as broad as the laws of the State of Texas will allow. If any part of this Release and Waiver of Liability is held invalid, it is agreed that the remainder of this agreement will continue and be legally enforceable.

7. This Release and Waiver of Liability extends to the use of any photos, slides or other images that might contain the undersigned for use in promotional and/or informational activities by any of the released parties.

8. You represent and warrant to the Parade that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"). If you are registering a child under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 18, you agree and consent to the collection of that child's information that you provide for the purposes of registration.

9. The Parade makes no warranty that the site services will be uninterrupted, secure or error-free. The Parade does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Parade sites. The Parade is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Parade sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

10. I, the undersigned parent or guardian, do hereby grant permission for my son/daughter, and hereinafter shall be referred to as "participant," to participate in the Dallas Holiday Parade. In order that the participant may receive the necessary medical treatment, in the event of an injury or illness, I hereby hold HTEDance and its representatives harmless in the exercise of this authority.

I have read the above waiver and release in its entirety and sign below voluntarily. I intend my signature to be a complete and unconditional release of HTEDance & Spirit Group, Inc., the City of Dallas, Parade sponsors, and Parade leadership committee's liability to the greatest extent allowed by law.

Accepted and agreed to on the _____ Day of _____, _____.

Signature of Participant or Participant's Designee

Printed Name of Participant

Volunteer: (Position) _____

Participating as: _____

Group Name: _____