

**CREWE OF BOBBIE C. DAVIS, INC.  
MINOR  
INDEMNITY AND RELEASE AND WAIVER AGREEMENT  
2019**

The undersigned is a member, guest or invitee, of the Crewe of Bobbie C. Davis, Inc. (the “Crewe”), and desires to participate with the Crewe in the \_\_\_\_\_ (the “Event”). The undersigned further has requested that the Crewe allow one or more of the undersigned’s minor children to participate with the Crewe in the Event. Participation by the undersigned and/or the undersigned’s minor child or children will include, without limitation, access to the Crewe’s float both before during and after the Event. The Crewe is willing to grant permission to the undersigned and the undersigned’s minor child or children to participate with the Crewe in the Event in the manner described herein, conditioned upon and in consideration of the undersigned’s execution of this release for the undersigned and for and on behalf of the undersigned’s minor child and/or children, listed below.

The minor child or children of the undersigned who are the subject of this release are as follows:

\_\_\_\_\_  
\_\_\_\_\_

The above listed child or children is (are) hereafter referred to as “Children” or the “undersigned’s Children”.

Now Therefore, the undersigned, for valuable consideration, as set forth and defined above, the receipt and sufficiency of which is acknowledged, for the undersigned and for and on behalf of the Children, hereby waives, releases and forever discharges the Crewe and all Sponsors participating in the Event, their subsidiaries, affiliates, and all of the aforesaid’s respective members, officers, directors, agents and employees (collectively, the “Released Parties”), from any and all liability, claims, demands, obligations, expenses, actions and causes of action whatsoever against the Released Parties arising out of or related in any way to the Event, including, without limitation, any property damage, personal injury, including death, or any other loss, damage or injury sustained by the undersigned and/or the Children as a result of participation by the undersigned and/or the Children in the Event.

The undersigned represents and warrants to all of the Released Parties that he or she is fully aware of the risks and hazards inherent in participating in the Event, and hereby elects voluntarily to engage in such activity and to allow the undersigned’s Children to participate in the Event. The undersigned hereby voluntarily assumes all risk of loss, damage, or injury, including, without limitation,

property damage, personal injury and death that may be sustained by the undersigned and/or the undersigned's Children while participating in the Event.

The undersigned agrees and acknowledges that the undersigned will be solely responsible for the safety and supervision of the undersigned's Children during the Event, and the Crewe and other Released Parties hereby expressly disclaim any duty or responsibility to supervise, watch and/or be responsible for the undersigned's Children during the Event.

The undersigned further covenants and agrees not to institute, commence or maintain for the undersigned and/or the undersigned's Children, against any one or more of the Released Parties, at any time, any action at law or in equity or any civil proceeding in any court of the United States or of any State, or otherwise, for any cause or damage whatsoever arising out of or in any way related to the participation by the undersigned and/or the undersigned's Children in the Event.

The undersigned further agrees to defend, indemnify, and save harmless (including attorneys' fees and litigation costs) the "Released Parties" from and against any and all claims and/or liability related to the undersigned or the undersigned's Children in any way related to the "Event". The undersigned agrees that if any of the Released Parties are required to take any action (including litigation) to enforce this INDEMNITY RELEASE AND WAIVER AGREEMENT then such Released Party shall be entitled to recover from the undersigned all attorneys' fees and costs incurred in enforcing this INDEMNITY RELEASE AND WAIVER AGREEMENT. This INDEMNITY RELEASE AND WAIVER AGREEMENT shall be governed by and construed under the laws of the State of Florida. Venue for any action related to this INDEMNITY RELEASE AND WAIVER AGREEMENT shall be proper only in the state and federal courts located in Hillsborough County, Florida.

This INDEMNITY RELEASE AND WAIVER AGREEMENT shall be binding upon the executors, heirs, next of kin, personal representatives, executors and administrators of the undersigned and the undersigned's Children.

The undersigned hereby represents and warrants to the Released Parties that the undersigned is the parent or legal guardian of the Children listed in this INDEMNITY RELEASE AND WAIVER AGREEMENT, and that the undersigned has full legal authority to execute this INDEMNITY RELEASE AND WAIVER AGREEMENT for and on behalf of the Children.

This INDEMNITY RELEASE AND WAIVER AGREEMENT shall extend to all claims, demands and causes of action whatsoever arising wholly or in part from any act or omission of the "Released Parties", their officers, directors, agents and employees or any one or more of them.

In witness whereof, the undersigned has duly executed this agreement this \_\_\_day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
Printed name: \_\_\_\_\_