

## INDEMNITY

### RELEASE AND WAIVER AGREEMENT

**Crewe of Bobbie C. Davis, Inc.**

**2021**

The undersigned, member, guest or invitee, of the Crewe of Bobbie C. Davis, Inc. (the "Crewe"), in consideration of the undersigned's membership in the Crewe, permission granted by the Crewe to participate with the Crewe in the Crewe's activities associated with the 2021 Gasparilla and other celebrations in Tampa, Florida, including, without limitation, the 2021 Gasparilla Children's Parade, 2021 Gasparilla Day Parade, 2021 Sant' Yago Illuminated Knight Parade, the 2021 Roughriders' St. Patrick's Parade, 2021 Tampa Pride Parade, 2021 St. Petersburg Pride Parade and access to the Crewe's float before, during and after any Crewe activity, including, without limitation, the aforementioned events (the "Event"), and for other valuable consideration, the receipt and sufficiency of which is acknowledged, 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 any property damage, personal injury, including death, or any other loss, damage or injury sustained by the undersigned as a result of participation by the undersigned in the "Event".

The undersigned represents and warrants that the undersigned is fully aware of the risk and hazards inherent in participating in the "Event", and hereby elects voluntarily to engage in such activity. The undersigned voluntarily assumes all risk of loss, damage, or injury, including property damage, personal injury and death, that may be sustained by the undersigned while participating in the "Event".

The undersigned further covenants and agrees not to institute, commence or maintain 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 in the "Event" as set forth herein above.

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 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.

Initial \_\_\_\_\_

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

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 members, officers, directors, agents and employees or any one or more of them.

By signing this INDEMNITY RELEASE AND WAIVER AGREEMENT, the undersigned hereby acknowledges and represents that the undersigned is 21 years of age or older and of sound mind.

In witness whereof, the undersigned has duly executed this agreement this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

Printed Name: \_\_\_\_\_