Town of Redington Shores Parade Participant Rules Acknowledgement and Acceptance and Waiver and Release Form

PLEASE READ CAREFULLY BEFORE SIGNING

I, _____ (write first and last name; hereinafter referred to as Parade Participant),

as a _____ vehicle operator _____ participant (check one)

in the Town holiday parade scheduled for _____, 20_____,

hereby acknowledge my receipt of, and my agreement to comply with, the Town's Parade Rules which are incorporated into this document by reference. In addition, for and in consideration of the permission granted to me, or my ward, as applicable, by the Town of Redington Shores, to participate in the holiday parade referenced above, (the "Parade"), I, on behalf of myself, my heirs, executors, trustees, personal representatives, wards and assigns, as applicable, do hereby fully and without any reservation of any kind whatsoever, waive, release, hold harmless the Town of Redington Shores, the Town of Indian Shores, the Indian Shores Police Department, the City of Madeira Beach Fire Department, and the City of Seminole Fire Department (hereinafter jointly referred to as the "Released Parties"), and their respective officers, directors, agents, and employees, for any personal injury or death that I may suffer, whether by omission, commission, or negligence (INCLUDING, TO THE EXTENT PERMITTED BY LAW, INSTANCES OF RECKLESSNESS ORWHERE STRICT LIABILITY OF THE RELEASED PARTIES MAY APPLY) of the Released Parties, or any of them, arising out of or resulting from participation in the Parade. In making this full, final and unequivocal release, I hereby acknowledge that the Parade may constitute a hazardous area and can result in serious personal injury or death resulting from the use thereof, including, without limitation, collapse, falling objects, leaks, spills, tripping, slipping, falling down and other foreseen or unforeseen, known or unknown, apparent or hidden perils, hazards and conditions existing. Notwithstanding each and every such risk, peril, hazard and condition which may now or hereafter exist during the Parade, I hereby acknowledge and appreciate the existence of all of such matters and hereby fully and unequivocally assume any and all such risks of personal injury or death to myself, directly or indirectly associated therewith

(INCLUDING, TO THE EXTENT PERMITTED BY LAW, INSTANCES OF RECKLESSNESS OR WHERE STRICT LIABILITY OF THE CITY MAY APPLY). I acknowledge and agree that my agreement to the terms hereof is a material inducement and a condition precedent to the granting of permission by the Released Parties for my participation in the Parade. To the fullest extent permitted by laws and regulations, I, on behalf of myself, my heirs, executors, trustees, personal representatives wards and assigns, as applicable, shall defend, indemnify, and hold harmless the Released Parties, their respective officers, directors, agents, and employees from and against all claims, damages, losses, court costs and expenses, direct or indirect, including negligence (including but not limited to fees and charges of physicians, attorneys, and other professionals) relating to any personal injury or death suffered directly or indirectly by me during the Parade.

I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability and death), illness, damage, loss, claim, liability or expense of any kind ("Claims"), that I may experience or incur in connection with my participation in the Parade. On my behalf, I hereby release, covenant not to sue, discharge and hold harmless the Released Parties, their respective officers, employees and agents of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

The Parties agree that to the extent the written terms of this release conflict with Florida laws, statutes, or judicial opinion, the written terms of this Waiver and Release of Liability and Indemnity shall be deemed by any court of competent jurisdiction to be modified in the most limited extent possible and in such a manner as to be in full and complete compliance with all such laws, statutes, or public policy, and to not contain any unenforceable, or prohibited term or terms, such that this Release shall be fully enforceable in accordance with and to the greatest extent permitted by Florida Law.

By: _____ Date:_____

Printed Name of Participant: _____