GENERAL RELEASE AND INDEMNITY

TO: Clarion Area Chamber of Business & Industry, hereinafter called "Sponsor"

RE: Type of Event Being Held: The Independence Health System Pediatrics and Women's Care "Kiddies Parade," hereinafter called "Event" to be held October 1, 2024 with a rain date of October 2, 2024.

IN CONSIDERATION OF being permitted to participate in the Event, the undersigned, on behalf of myself, my heirs, executors, administrators and assigns, hereby:

- 1. Acknowledges that he/she is over 18 years of age and acknowledges the undersigned's participation in the Event may include activities that may be hazardous to the undersigned and assumes the risk of injury or harm associated with such participation.
- 2. Releases and forever discharges the Sponsor and its employees, officers, directors, sponsors, shareholders, affiliates, agents, representatives, successors and assigns (collectively the "Releasees") of and from all liability, claims, demands, damages, costs, expenses, actions and causes of action (collectively the "Claims") in respect of death, injury, loss or damage to self or property howsoever caused, arising or to arise by reason of or during my participation in the Event, whether prior to, during or subsequent to my attendance and notwithstanding that any Claim may have been contributed to or occasioned by the negligence of any of the Releasees.
- 3. Indemnifies and saves harmless the Releasees from and against any and all liability incurred by any or all of them arising as a result of or in any way connected to my participation in the Event.
- 4. Understands and acknowledges that the Sponsor does not carry or maintain health, medical or disability insurance coverage for the undersigned and therefore agrees to assume responsibility for such insurance coverage on the undersigned.
- 5. Agrees that in the event that any provision of this Release and Indemnity is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect the remaining provisions of this Release and Indemnity which shall continue to be enforceable.
- 6. Acknowledges that the undersigned's participation in the Event may result in the use, reproduction, and/or publishing of photographs and/or video including the undersigned's image, likeness and/or voice without compensation. and, gives the Sponsor permission/authorization to so use, re-use, reproduce, release and/or publish and re-publish any photographs, voice recordings and/or videos, including the undersigned's image, likeness and/or voice in any media of the public domain, including but not limited to, the world wide web (internet), without compensation, royalty or fee.
- 7. Releases and forever discharges Sponsor and its employees, officers, directors, sponsors, shareholders, affiliates, agents, representatives, successors and assigns (collectively "the Releasees) of and from any and all claims, demands, damages, costs, expenses, actions and causes of action (collectively "the Claims") which the undersigned may have against Sponsor resulting from Sponsor's use, re-use, publication and republication of any photographs, voice recordings and/or videos, including the undersigned's image, likeness and/or voice in any media of the public domain, including, without limitation, the world wide web (internet), whether said use is for the purpose of illustration, promotion, advertising, trade or any other purpose whatsoever.
- 8. Any person operating a <u>motorized</u> vehicle (i.e., ATVs, cars, trucks, large tractors) in the Event must be of age 16 or older and possess a valid driver's license. A go kart driven by a child under the age of 16 is permissible provided the vehicle travels at no more than 7mph.
- 9. Any person operating a battery-powered unit does not need to possess a valid driver's license; however, <u>an adult must accompany</u> the operator of the unit at all times.