



# *Parade Waiver Form*

**\*PLEASE READ BEFORE SIGNING AS A PARTICIPANT IN THE 59<sup>TH</sup> ANNUAL COWAN CHRISTMAS PARADE.**

The Cowan Christmas parade will be held Saturday, December 2, 2023. All participants (parents or guardians, coaches, youth leaders, on behalf of minors) must complete and sign the Waiver Form before being permitted to participate in the Event. A waiver form is mandatory for each individual riding a horse.

I understand that participating in a parade may involve some risk of personal injury to the participants. I/We assume all risks associated as a participant in the Event including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the parade route, all such risks being known and appreciated by participant.

### ***WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT***

IN CONSIDERATION OF PARTICIPANT BEING PERMITTED TO PARTICIPATE AND AS A CONDITION TO BEING ALLOWED TO PARTICIPATE IN THE EVENT, I, THE UNDERSIGNED FOR AND ON BEHALF OF GROUP, MYSELF, MY MINOR CHILD (IF APPLICABLE), MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE THE CITY OF COWAN, TENNESSEE TOGETHER WITH ITS FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, ASSIGNS, AND ALL AFFILIATED PERSONS AND ENTITIES INCLUDING THE EVENT SPONSORS, TOGETHER WITH ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (HEREINAFTER COLLECTIVELY "COWAN"), OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TENNESSEE OR UNITED STATES CONSTITUTION(S) (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS' FEES), KNOWN AND UNKNOWN, LOSSES, JUDGEMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY "CLAIMS), AND I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS COWAN, OF, FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY ANY PERSON OR ENTITY AGAINST COWAN WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE EVENT AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY COWAN IN CONNECTION WITH THE EVENT EVEN IF THE CLAIM IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF COWAN AND/OR THE ACTUAL OR ALLEGED GROSS NEGLIGENCE OF COWAN, AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF COWAN AND ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF COWAN.

PLEASE PRINT: \_\_\_\_\_

ORGANIZATION / INDIVIDUAL IF RIDING A HORSE: \_\_\_\_\_

AUTHORIZED SIGNATURE (PARENT / GUARDIAN / GROUP LEADER): \_\_\_\_\_