

## **EVENT PARTICIPANT ASSUMPTION OF RISK, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate in events and/or volunteer and/or work with the Miami Broward One Carnival Host Committee, Inc. ("MBOCHCI"), including all sanctioned official events, namely, the Parade of Bands, J'Ouvert, Kings, Queens, Individual Costume Competition, Panorama and Junior Carnival festivities, scheduled for the week from September 29 to October 7, 2018 in South Florida (individually and/or collectively, the "Event"), and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby promise and agree as follows:

**VOLUNTARY PARTICIPATION; ASSUMPTION OF RISK:** In consideration of my consent to participate in my respective Band or to volunteer or work in the Event on behalf of MBOCHCI, I hereby knowingly, freely and voluntarily agree to waive, release and discharge any and all claims for damages for death, personal injury, or property damage that may have, or that may subsequently accrue to me as a result of my participation in the Event. I represent, warrant, covenant and agree that I am participating in or volunteering and/or working with the Event entirely of my own choice and volition, and I knowingly and voluntarily intend to participate in the Event after being apprised of such risks and dangers. The specific risks vary, and may range from: 1) minor injuries such as scratches, bruises, sprains, and the like, to 2) major injuries such as eye injuries, loss of vision, loss of limb, joint or back injury, heart attack, and concussions, to 3) hearing loss, to 4) catastrophic injuries including death. I understand and appreciate that these and other risks are inherent in the above-listed events and activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I further understand that I am ultimately responsible for my own safety.

**INDEMNIFICATION.** I hereby covenant and agree to indemnify and hold MBOCHCI harmless from and against any and all claims, injuries, damages, liabilities, losses and cost or expenses (including reasonable attorneys' fees) arising from or in connection with my acts, omissions, activities, conduct and participation in the Event. This indemnity includes claims based on the negligence (whether sole, active, passive, or gross) of MBOCHCI, its officers, employees, agents, affiliates, and volunteers, but expressly does not include claims based on their intentional misconduct.

**RELEASE AND WAIVER.** I hereby release, waive, and covenant, not to sue MBOCHCI, its officers, directors, employees, agents, volunteers, and affiliates, from and for any and all claims and/or liability resulting from any personal injury, accident or illness (including death), and/or property damage or loss, however caused by, arising from, or in any way related to, my participation in the Event. This release includes claims based on the negligence (whether sole, active, passive, or gross) of MBOCHCI, its officers, employees, agents, affiliates, and volunteers. I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.

**NO ADMISSION OF LIABILITY.** Neither this Agreement and nor any of its provisions shall be offered or received in evidence in any action or proceeding as an admission or concession of liability of any nature on the part of MBOCHCI. I further understand and agree that this Agreement contains the entire agreement between MBOCHCI and me relative to its subject matter, and no representations or agreements, oral or otherwise, between the parties not included herein shall be of any force or effect.

**CONDUCT:** I agree to follow all instructions, procedures, measures and directions given to me by my respective Band or from MBOCHCI or any of its staff or representatives and understand that my failure to do so may result in property damage or injury or death to me or to a third party. I understand that my

invitation to participate in recreational or other activities on the Properties may be revoked at any time for any reason by the Band or any of its agents, managers, employees or representatives.

PERMISSION TO USE LIKENESS/NAME: The undersigned further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting MBOCHCI, and/or its, events and activities, including those of its representatives, assigns, and licensees.

SEVERABILITY: I understand that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect and be binding on myself, my spouse, my heirs and personal representatives.

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE MBOCHCI AND ITS AFFILIATES, SUBSIDIARIES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, INSURERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM MY PARTICIPATION IN THE EVENT, INCLUDING ANY DEMAND, RIGHT OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE ON THE PART OF THE BAND), CONTRACT, WARRANTY, OR ANY OTHER THEORY OF RECOVERY, AT LAW OR INEQUITY, VESTED OR CONTINGENT, THAT I OR MY SPOUSE, FAMILY, PARENTS, CHILDREN, ESTATE, HEIRS, AGENTS, INSURERS, SUCCESSORS OR ASSIGNS MAY AT ANY TIME HAVE AS A RESULT OF MY PARTICIPATION IN THE EVENT. THIS ALSO INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING MY PARTICIPATION IN THE EVENT, WHETHER SUCH INJURY OR DAMAGE IS FORESEEN OR UNFORESEEN OR WHETHER RESULTING FROM NEGLIGENCE OR OTHERWISE.

\_\_\_\_\_ Signature of Participant

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

Name of Band: \_\_\_\_\_

\_\_\_\_\_ Signature of Parent/Guardian of Participant if Minor

DATED: \_\_\_\_\_, 2018

**Agreement for Assumption of Risk, Indemnification, and Release, for Band Participants**

Event: Miami Broward Carnival (the "Event") Printed Name of Participant: \_\_\_\_\_

Band: \_\_\_\_\_ (the "Band")

In consideration of the Band's consent to allow me to participate in any or all recreational or other activities related to Miami Broward One Carnival (including without limitation, King and Queen Presentation, Kids Carnival, the Parade of Bands or J'ouvert festivities), I hereby knowingly, freely and voluntarily agree to waive, release and discharge any and all claims for damages for death, personal injury,

or property damage that may have, or that may subsequently accrue to me as a result of my participation

in recreational or other activities offered, afforded, or sponsored by the Band.

Assumption of Risk: I understand that the Miami Broward One Carnival, by its very nature, includes certain

inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, and may range from: 1) minor injuries such as scratches, bruises, sprains, and the like, to 2) major injuries such as loss of hearing, eye injuries, loss of vision, loss of limb, joint or back injury, heart attack, and

concussions, to 3) catastrophic injuries including death. I understand and appreciate that these and other

risks are inherent in the above-listed events and activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I further understand that I am ultimately responsible for my own safety.

Hold Harmless and Indemnification: I agree, for myself, my heirs, personal representatives or assigns, to defend, hold harmless, and indemnify, the Band, its officers, directors, employees, agents, volunteers, and

affiliates, from and against any and all claims, demands, actions, suits, procedures, causes of action, damages, costs (including reasonable attorneys fees) and expenses that may result from or is in any way related to my participation in the Miami Broward One Carnival. This indemnity includes claims based on the negligence (whether sole, active, passive, or gross) of the Band, its officers, employees, agents, affiliates, and volunteers, but expressly does not include claims based on their intentional misconduct.

Release and Waiver: I hereby release, waive, and covenant, not to sue the Band, its officers, directors,

employees, agents, volunteers, and affiliates, from and for any and all claims and/or liability resulting from

any personal injury, accident or illness (including death), and/or property damage or loss, however caused

by, arising from, or in any way related to, my participation in the Miami Broward One Carnival. This release

includes claims based on the negligence (whether sole, active, passive, or gross) of the Band, its officers, employees, agents, affiliates, and volunteers. I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.

Conduct: I agree to follow all instructions, procedures, measures and directions given to me by the Band or

any of its staff or representatives and understand that my failure to do so may result in property damage or

injury or death to me or to a third party. I understand that my invitation to participate in recreational or other activities on the Properties may be revoked at any time for any reason by the Band or any of its agents, managers, employees or representatives.

Permission to Use Likeness/Name: The undersigned further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting the Miami Broward Carnival or the Band, and/or its, events and activities, including those

of its representatives, assigns, and licensees.

Severability: I understand that the foregoing waiver and assumption of risks agreement is intended to be as

broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held

invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect and be binding on myself, my spouse, my heirs and personal representatives.

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE THE BAND AND ITS AFFILIATES, SUBSIDIARIES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, INSURERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM MY PARTICIPATION IN ANY

AND ALL RECREATIONAL OR OTHER ACTIVITIES DURING OR ASSOCIATED WITH MIAMI BROWARD ONE CARNIVAL, INCLUDING ANY DEMAND, RIGHT OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE ON THE PART OF THE BAND), CONTRACT, WARRANTY, OR ANY OTHER THEORY OF RECOVERY, AT LAW OR INEQUITY, VESTED OR CONTINGENT, THAT I OR MY SPOUSE, FAMILY, PARENTS, CHILDREN, ESTATE, HEIRS, AGENTS, INSURERS, SUCCESSORS OR ASSIGNS MAY AT ANY TIME HAVE AS A RESULT OF MY PARTICIPATION IN RECREATIONAL OR OTHER ACTIVITIES DURING OR ASSOCIATED WITH MIAMI BROWARD ONE CARNIVAL. THIS ALSO INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING MY PARTICIPATION IN RECREATIONAL OR OTHER ACTIVITIES DURING OR ASSOCIATED WITH MIAMI BROWARD ONE CARNIVAL, WHETHER SUCH INJURY OR DAMAGE IS FORESEEN OR UNFORESEEN OR WHETHER RESULTING FROM NEGLIGENCE OR OTHERWISE.

---

Signature of Participant

---

Signature of Parent/Guardian of Participant if Minor