

PARADE PARTICIPANT AGREEMENT  
WAIVER, INDEMNIFICATION AND RELEASE OF LIABILITY

The undersigned Applicant has read, understands and agrees to the rules, terms and conditions under which he/she/it will be allowed to participate in the 2018 Bloomfield Apple Festival Parade, to be held Sunday, Oct 6, 2019 and understands and is aware of all possible damage or loss from whatever causes that may arise from participating in the parade, and agrees to assume all risks in connection with participating in the parade.

In consideration for being allowed to participate in the parade, the undersigned agrees for himself, herself, itself, its officers, employees, volunteers, guests, agents, executors, administrators and assigns, to forever release, discharge, hold harmless, and waive any and all claims and causes of action of any nature or kind whatever against the Bloomfield Apple Festival, Inc. its members, volunteers and officers and the Town of Bloomfield, Indiana, its employees, officials, officers and agents, for any and all claims, liabilities, damages, costs, expenses (including attorney's fees), demands, or causes or rights of action of whatever kind or name either in law or in equity caused by any accident or incident occurring as a result of, or arise from, undersigned's and/or his/her/its partners, employees, agents, volunteers and guests participation in the parade.

Undersigned agrees to indemnify, defend and hold harmless the Bloomfield Apple Festival, Inc. its members, volunteers and officers and the Town of Bloomfield, Indiana, its employees, officials, officers and agents from and against any and all liabilities, claims, damages, costs, expenses (including attorney's fees), demands, actions or rights of action of whatever kind or name either in law or equity, brought or caused by the undersigned, its officers, employees, volunteers, guests, agents, his/her family, heirs, assigns and any other party, related to or arising from undersigned's participation in the parade or related to or arising from parade activities.

Undersigned further agrees to indemnify, defend and hold harmless the Bloomfield Apple Festival, Inc. its members, volunteers and officers and the Town of Bloomfield, Indiana, its employees, officials, officers and agents from and against any and all liabilities, claims, damages, costs, expenses (including attorney's fees), demands, actions or rights of action of whatever kind or name either in law or equity, brought by third parties related to or arising from Undersigned's participation in the Bloomfield Apple Festival Parade. \_\_\_\_\_ (initial)

The undersigned further acknowledges that he/she/it shall inspect his/her/its group's floats, vehicles and any and all other types of machinery and equipment prior to their usage and ensure that said floats, vehicles and any and all other types of machinery and equipment are neat, clean, safe, satisfactory for his/her/its use and purposes, and in a good state of repair, and that there are no problems with the equipment and/or defects with the materials posing threat of injury of any kind to any volunteers, employees, agents and/or guests of the undersigned, or to any third parties. Should the undersigned find that the floats, vehicles, machinery and/or equipment contain any problems and/or defects, he/she/it shall notify a member of the Festival staff immediately and shall not permit himself/herself/itself or any of his/her/its employees, volunteers, agents and/or guests to utilize said floats, vehicles, machinery, equipment or property until all problems and/or defects are remedied and/or eliminated.

The undersigned further attests that he/she is at least eighteen years of age, and represents and certifies that he/she has been duly authorized to sign this agreement on behalf of his/her organization and that all actions necessary to so authorize the undersigned have been taken.

I have read this application for the Bloomfield Apple Festival Parade and the accompanying information. I hereby agree that if I or my organization is accepted for participation, I/we will abide by all Town of Bloomfield and Bloomfield Apple Festival, Inc. rules, regulations and requirements. I understand that failure to do so will result in disqualification from participation in the Bloomfield Apple Festival Parade. I/we agree to abide by all rules and directions of the parade committee and the undersigned acknowledges that I/we will safely participate in any parade activity, including the distribution of candy or other items along the parade route.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Business or Company Name \_\_\_\_\_