



2019 Fourth of July Parade Release of Liability

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

If the undersigned is the parent or guardian of a minor ("Minor") that is (are) permitted to participate in the Fourth of July Parade, please print name(s) of Minor(s) _____.

In consideration of the undersigned and/or Minor (collectively hereinafter referred to as "Releaser(s)") being permitted to participate in the Fourth of July Parade which is to be held on July 4, 2019 ("Event") and being conducted by the Town of Pagosa Springs, Releaser(s), their spouse, legal representatives, heirs, successors, and assigns, hereby release, waive, and discharge the Town of Pagosa Springs, its council, officers, employees, promoters, sponsors, advertisers, volunteers, and any other parties who may have liability to the Releaser(s) for injuries or damages sustained by the Releaser(s) and caused by the Event (hereinafter the parties released shall be collectively referred to as the "Releasees"), from all liability to the Releaser(s), their spouse, legal representatives, heirs, successors, and assigns for any and all loss or damage, any claim, or damages resulting from the Event, on account of injury to the Releaser(s)'s person, or property, even injury resulting in death of the Releaser(s), when caused by the negligence of the Releasees or otherwise while the Releaser(s) participate in the Event.

Releaser(s) acknowledge that the Event is a dangerous activity and that participation in the Event exposes the Releaser(s) to a substantial and serious risk of property damages, personal injury, or death. Releaser(s) acknowledge that their participation in the Event will involve such a hazard. Being fully aware that participation in the Event will expose the Releaser(s) to risk of property damages and/or personal injury or death, Releaser(s) voluntarily assume all risks from the activities involved and hereby release the Releasees from liability for any and all property damages, personal injuries or other claims arising from participation in the Event, including claims that are known and unknown, foreseen and unforeseen, future or contingent. Releaser(s) shall not now or at any time in the future, directly or indirectly, commence or prosecute any action, suit or other proceeding against any or all of the Releasees arising out of or related to the actions, causes of action, claims and demands hereby waived, released or discharged by Releaser(s), personally and for the benefit of Releaser(s). This provision shall be binding upon Releaser(s), their spouse, legal representatives, heirs, successors, and assigns. This Release shall be binding upon Releasers and Minor(s).

Releaser(s) expressly agree that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion of this Release is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Releaser(s) hereby agree to defend and indemnify Releasees and to hold the Releasees harmless from any liability, claims, demands, causes of action, loss or damage occasioned to the Releasees, or any of them, arising from the Releaser(s)'s participation in the Event or any breach by the Releaser(s) of any obligation or covenant of Releaser(s) hereunder.

I HAVE READ AND UNDERSTOOD THE ABOVE AND AGREE TO BE BOUND BY THE TERMS OF THIS DOCUMENT.

Name of Participant/Guardian of Minor (please print)

Date

Signature of Agreement