

## **Assumption of Risk, Release and Indemnification Agreement**

\_\_\_\_\_ (the "Participant") has made application (the "Application") to be a participant at the PRIDE Memorial Day Parade ("the Event") hosted by PRIDE in Saginaw, Inc., a Michigan non-profit corporation, P O Box 872, Saginaw, Michigan 48606 ("PRIDE"); and PRIDE is willing to grant the Application, but only on the terms, conditions, covenants, representations, warranties and indemnities set forth in this Agreement, the Application and the Rules and Regulations;

Accordingly, PARTICIPANT agrees as follows:

- (1) Participant enters the Event at his/her own risk and assumes full responsibility for and risk of all Claims that may occur as a result of Participant's participation in the Event.
- (2) Participant releases, discharges and covenants not to sue PRIDE, SCVMP, Sponsors, or the City from any and all Claims made by, on behalf of, or against Participant except for those Claims resulting from the negligence of either PRIDE, SCVMP, or Sponsors.
- (3) Participant agrees to indemnify and hold harmless PRIDE, SCVMP, Sponsors and the City from any and all Claims made by, on behalf of, or against Participant except for those Claims resulting from the negligence of PRIDE, SCVMP, or Sponsors. Nothing in this Agreement will be construed as a waiver of any party's right to governmental immunity.
- (4) Participant represents and warrants that the following statements are true:
  - a. Participant is authorized to enter into this Agreement.
  - b. Participant has read, understood and freely signed this Agreement.
  - c. No verbal representations, statements or inducements regarding the Event have been made by PRIDE, SCVMP, Sponsors or the City, except as contained in this Agreement, the Application and the Rules and Regulations.
- (5) As used in this Agreement, the following terms shall have the following meanings, unless the context requires otherwise.
  - a. "Application" means the written form submitted to PRIDE for consideration of Participant's participation in the Event.
  - b. "City" means the City of Saginaw, a Michigan municipal corporation, its officers, agents, employees, sureties, insurers and volunteers, and their respective successors and assigns, principals and contractors.
  - c. "Claims" means all liability, damages, causes of action, claims, expenses and compensation whatsoever, including attorney fees and litigation expenses, arising out of or in any way related to Participant's participation in the event, including without limitation, those resulting from personal injury or property damage to Participant or others.
  - d. "Event" means the PRIDE sponsored event identified at the heading of this Agreement and Application.

- e. "SCVMP" means Saginaw County Veterans Memorial Plaza, together with its members, directors, officers, agents, employees, sureties, insurers, and volunteers, and their respective successors, heirs, and assigns, personal representatives, principals and contractors.
- f. "PRIDE" means PRIDE in Saginaw, Inc., a Michigan non-profit corporation, together with its members, directors, officers, agents, employees, sureties, insurers and volunteers, and their respective successors, heirs and assigns, personal representatives, principals and contractors.
- g. "Sponsors" means any person or entity providing support for the event.
- h. "Rules and Regulations" means the written rules and regulations promulgated from time to time by PRIDE relative to Participant's participation in the Event
- i. "Participant" means the person or organization on whose behalf this Agreement and Application are signed, together with its participants, stockholders, members, officers, directors, agents, employees, sureties, insurers, heirs and assigns, personal representatives, principals and contractors.

Name of Participant:

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(Print Name)

By:

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(Authorized Signature)

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_