



# 2019 LIABILITY WAIVER

## Release and Waivers of Liability and Indemnity Agreement

*America's Thanksgiving Parade*® presented by Art Van  
Detroit, Michigan

**IN CONSIDERATION** of being permitted to participate in the *America's Thanksgiving Parade*® presented by Art Van, and/or other activities of The Parade Company, the Michigan Thanksgiving Parade Foundation, in Detroit, Michigan or elsewhere.

**THE UNDERSIGNED**, for herself/himself, her/his personal representatives, and next of kin:

**HEREBY RELEASE, WAIVES, DISCHARGES, AND CONVENANTS NOT TO SUE** The Parade Company, all participants in *America's Thanksgiving Parade*® presented by Art Van, and/or other activities of The Parade Company in Detroit, Michigan or elsewhere, sponsors of the Parade, or The Parade Company and directors, officers, employees, or agents of the foregoing, all of whom are referred to as "releases," from all liability that the undersigned, his/hers personal representatives, assigns, heirs, and next of kin for any and all loss of damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by negligence of the releases or otherwise while the undersigned is observing, working for, or for any purpose participating in the Parade (including, but not limited to, all preparation therefore, the Parade itself, all incidental activities including pre-parade and post-parade activities, and the return of Parade materials to storage locations), or any other activities of The Parade Company.

**HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in any way observing, or working for, or for any purpose participating in the Parade (including but not limited to, all preparation therefore, the Parade itself, all incidental activities including pre-parade and post-parade activities, and the return of Parade materials to storage locations), or any other activity of The Parade Company, and whether caused by the negligence of the releases or otherwise.

**HEREBY AGREES FULL RESPONSIBILITY FOR ANY RISK OF BODILY HARM, DEATH OR PROPERTY DAMAGE** due to the negligence of the releases or otherwise while observing, working for, or for any purpose participating therefore, the Parade itself, all incidental activities (including pre-parade and post-parade activities, and the return of Parade materials to storage locations), or any other activity of The Parade Company.

**THE UNDERSIGNED** expressly acknowledges and agrees that the activities of the Parade (including but not limited to, all preparation therefore, the Parade itself, all incidental activities including pre-parade and post-parade activities, and the return of Parade materials to storage locations), or any other activity of The Parade Company are dangerous and involve the risk of serious injury and/or death and/or property damage.

**THE UNDERSIGNED** further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan, and that if any portion of this agreement is held invalid, then the balance shall, notwithstanding, continue in full legal force effect.

**THE UNDERSIGNED** further grants permission to The Parade Company and its authorized agents to use her/his name, photographs, videotapes or recordings of her/his participation in the event for any deemed reasonable purpose.

**THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

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Signature

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Date