



Parade Entry Waiver Indemnify, Release, and Hold Harmless

In consideration for entry and participation in **The South County 4th of July Parade** and any related activity or event (the “**Parade**”) the Participant (or parent / guardian of a minor Participant) intending to be legally bound, hereby acknowledges and agrees to indemnify, release and hold the Indemnified Parties harmless for any damages from acts or omissions in connection with the Parade as follows.

The “**Indemnified Parties**” are The South County Fourth of July Committee, Inc. (the “**Committee**”), Montgomery County, The Woodlands Township (the “**Township**”), and any other municipalities, or counties in or through which the parade takes place, Trademark Property Company, The Woodlands Land Development Company, and their affiliates, agents, representatives, assigns, or successors including, without limitation, any officers, directors, shareholders, members, employees, volunteers and any other person, entity or sponsor connected with the Parade.

The “**Indemnifying Parties**” are myself (the “**Participant**”), my child(ren), our heirs, agents, representatives, and assigns.

- 1) **Damage Waiver.** The Indemnifying Parties hereby waive, discharge, and release the Indemnified Parties from any and all liability for damages which I, or my child(ren), may suffer, arising in whole or in part out of any act or omission (including negligence) of any of the Indemnified Parties during the Parade and the administration and enforcement of this application and the Parade Rules.
- 2) **Indemnify, Defend and Hold Harmless.** The Indemnifying Parties will indemnify, defend and hold the Indemnified Parties harmless from any and all liability for damages and from any and all claims, cost, and expense, including attorney’s fees and court costs associated with defending against claims for damages and other lawsuits and whether based in tort, contract, or any other theory of law, now or which may occur in the future, which are related to the Indemnifying Party’s entry or participation in the Parade or for the Indemnifying Party’s removal from the parade for the violation of the Parade’s entry rules and guidelines. In addition, each Indemnifying Party acknowledges that such Indemnifying Party will forfeit the entry fee if the Indemnifying Party is removed from the Parade based on non-compliance with the Parade entry rules and guidelines.
- 3) **Risk Assumption.** I hereby verify that I, or my child, am/is in good health and able to participate in the Parade, therefore I assume all risk and accept personal responsibility for any injuries or illness including permanent disability, death, or the infection or transmission of any communicable disease including COVID-19.
- 4) **Image Use License.** I hereby authorize and give my full consent to the Committee and their agents and assigns to take, copyright and publish photographs, videotapes and other media (the “Media”) in which I, or my child, may appear while participating in the Program. I further authorize the Committee to transfer, use or assign the Media in any exhibitions, public displays, publications, commercials, art and advertising purposes, without limitations or reservations.

I have read and fully understood this Waiver and I knowingly and voluntarily agree to the terms. I further understand that by participating in the Parade, I/we will have waived substantial rights.

For Parents of Participants Under the Age of 18: I affirm and acknowledge that I, as parent/guardian with legal responsibility for the Participant, do consent and agree to his/her release as provided herein.

By signing below I indicate that I have received and read the South County 4th of July “**Parade Entry Rules**” and agree to comply with those rules and with the conditions listed above.

Name of group or individual: _____

Signed: _____ **Dated:** _____

Printed Name: _____

Signed: _____ **Dated:** _____

Printed Name: _____