

2017 CARMELFEST PARADE

Waiver, Release of Liability, and Consent to Medical Treatment

In consideration for my being allowed to participate in the 2017 CarmelFest Parade, I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm that my participation in the 2017 CarmelFest Parade (the "Parade") is wholly voluntary.
2. Identification of Risks. I understand that my participation in the Parade may be unsupervised and may involve risk of injury and loss both to my person and my property. I also understand that this risk may include the possibility of permanent disability and death.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, patent and latent, that are in any way connected with or related to my participation in the Parade. I accept personal responsibility for any liability, injury, loss and/or damage that is in any way connected with, or related to, my participation in the Parade.
4. Release and Waiver. I hereby release THE CARMELFEST COMMITTEE, THE ROTARY CLUB OF CARMEL, THE CITY OF CARMEL, INDIANA and their respective directors, officers, officials, attorneys, employees, agents, volunteers, successors and assigns from all liability and waive all claims for any injury, loss and/or damage, including, but not limited to, attorneys' fees, that is in any way connected with or related to my participation in the Parade (a "Claim"), whether or not the Claim is caused in whole or in part by the negligence of THE CARMELFEST COMMITTEE, THE ROTARY CLUB OF CARMEL and/or THE CITY OF CARMEL, INDIANA and/or any of the persons referenced above.
5. Consent to Medical Treatment. I authorize THE CARMELFEST COMMITTEE, THE ROTARY CLUB OF CARMEL and/or THE CITY OF CARMEL, INDIANA to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose any duty or obligation whatsoever upon THE CARMELFEST COMMITTEE, THE ROTARY CLUB OF CARMEL and/or THE CITY OF CARMEL, INDIANA to provide any such assistance, transportation, or services.
6. Publicity Release. I authorize THE CARMELFEST COMMITTEE, THE ROTARY CLUB OF CARMEL and THE CITY OF CARMEL, INDIANA to use my name, any photograph, audiotape, videotape, sketch, drawing or other likeness of me, for, but not limited to, educational resources, press releases, web-based publicity and other publicity materials and sources, gratis, without any cost, fee or limitation whatsoever.
7. Severability. Each term and provision of this document shall be valid and enforced separately to the fullest extent permitted by law.
8. Applicable Law. This document shall be governed, construed and enforced in accordance with Indiana law, except for its conflict of laws provisions.

This is a waiver and release of liability. I have completely read and fully understand this waiver, release of liability and consent to medical treatment form. I understand that I have given up substantial rights by signing it, and have been given the opportunity to consult with an attorney of my choice before doing so. I am signing this waiver, release of liability and consent to medical treatment form voluntarily and absent any promise, threat or coercion whatsoever.

Printed Name Signature Date

If the person participating in the 2017 CarmelFest Parade is under 21 years old, a custodial parent or legal guardian must sign below:

In consideration for my above-named child or ward being allowed to participate in the 2017 CarmelFest Parade, and as the parent or legal guardian of same, I verify that I fully understand, agree to, and accept all of the provisions of this Waiver, Release of Liability and Consent To Medical Treatment form.

Parent: _____
Printed Name Signature Date

Guardian: _____
Printed Name Signature Date

Witness: _____
Printed Name Signature Date