

RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20____ by _____, individually, and (if applicable) on behalf of _____, a minor child in my care, hereafter individually and jointly referred to as "PARTICIPANT", and THE KREWE OF ITALIA, INC, a not for profit Florida corporation, hereafter referred to as KOI, as well as all sponsors (including The Italian Club of Tampa,) and any and all parade sponsors and organizers.

WHEREAS: PARTICIPANT intends to ride on, be upon, near and around a float or vehicle before, during, and after a parade. Additionally, PARTICIPANT intends to participate in other social activities sponsored, shared or engaged in with KOI and other social groups

NOW, THEREFORE, in consideration of KOI allowing PARTICIPANT to ride upon, be on, near and around the float or vehicle before during and after a parade or to attend any other activity or functions of KOI, the parties hereto agree as follows.

A **HOLD HARMLESS:**

1. PARTICIPANTS in any parade do so at their own risk. PARTICIPANT agrees to hold KOI harmless from any claim made by me, which claim arose, directly or indirectly, from my own carelessness of negligence and to indemnify KOI against any and all expenses (including attorney's fees incurred by it in defense of any claim covered by this AGREEMENT). Witness fees, damages, judgments, fines and amounts paid in settlement and any other amounts that KOI may be required to pay because of any claim or claims made against it on account of or because of any carelessness of negligence or my part.

B. **GENERAL RELEASE**

2. KOI cannot and will not be liable for any claims or damages arising from property damages of personal injuries sustained by PARTICIPANT in any event or parade. PARTICIPANT assumes full responsibility for injury or damage which may occur before, during or about the event or parade and do hereby fully and forever release, discharge and hold harmless KOI, it's sponsors, Board of Directors, Officers, members and affiliates from any and all claims, demands, rights of action or causes of action, present of future whether same be known, anticipated or unanticipated, resulting from or arising out of any parade, function, activity or event. This release is binding on myself and my heirs, executors, administrators, successors and assigns.
3. I expressly acknowledge this Release is given willingly and based upon my own independent judgment and not on any representation made by KOI. I also intend to hereby release any and all claims for injuries or damages, whether the same now is known or whether they are latent or patent or as may or be discovered in the future.
4. **Non-Members of KOI:**
I acknowledge that I have read and been provided a copy of the Standing Rules of Parade Decorum, Conduct, Safety Rules and Service requirements and agree to comply with them.
5. This Release contains the entire agreement between PARTICIPANT and KOI; the terms of this Release are contractual and not mere recitals.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTAND THE AGREEMENT.

PARADE PARTICIPANT
PRINTED NAME _____

NAME AND AGE IF UNDER 18 YEARS
PRINTED NAME OF MINOR _____

DATE _____

SIGNITURE OF PARENT _____

WITNESS
PRINTED NAME OF WITNESS _____

WITNESS
PRINTED NAME OF WITNESS _____

Krewe of Italia, Inc, a Florida Corporation

By: _____

PRINT NAME _____

OFFICER OR DIRECTOR TITLE _____