**Chasco Fiesta Parade**

**March 23, 2024**

**1st U.S. Volunteer Cavalry Regiment-Rough Riders, Inc.**

**Release, Assumption of Risk, Covenant Not to Sue and Hold Harmless**

In consideration of the opportunity to participate in the  **Chasco Fiesta Parade**, with the

**1st U.S. Volunteer Cavalry Regiment-Rough Riders, Inc.**

I, (please print name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do agree as follows:

1. Definitions:
2. The “Agreement” shall refer to this Release, Assumption of Risk, Covenant Not to Sue and Hold Harmless.
3. “Released Party” shall refer to the **1st U.S. Volunteer Cavalry Regiment-Rough Riders, Inc.** and include, its past present and future members, owners, employees, officers, directors, principals, parents, subsidiaries, affiliates, associated corporations, agents, partners, representatives, predecessors, heirs, legal representatives, successors and assigns.
4. The “Event” shall refer to my participation in **Chasco Fiesta Parade** on **March 23, 2024**, from my arrival at the location of the event to departure from that location.
5. “Injury” shall refer to personal injury, bodily injury, death, property damage and any other personal or financial loss sustained by me that in any way results from, or is connected with, the Event.
6. Acknowledgements:
7. I am at least 18 years of age and otherwise competent to sign this Agreement.
8. Participation in an event, such as this **Parade**, has inherent risks and dangers requiring skill, concentration and attention to participants. I understand that no amount of care, caution, instruction or expertise can completely eliminate such dangers.
9. I certify that I have no physical or mental condition that precludes me from participating in the Event and that I am not participating against medical advice.
10. Release, Assumption of Risk, Covenant No to Sue and Hold Harmless:

I desire to participate in the Event. To do so, I voluntarily, with full knowledge, agree to the following.

1. I release, waive and discharge the Released Party to the full extent allowed by law, from any and all liability, claims, demands or causes of action for Injury, however caused, even if caused by negligence, in whole or in part and in any form, of the Released Party.
2. I expressly and voluntarily with full knowledge assume all risk of Injury, to the full extent allowed by law, however caused, even if caused by the negligence, in whole or in part and in any form, of the Released Party.
3. I will not sue or make a claim against the Released Party for Injury and, if I violate this Agreement by filing such a suit or making such a claim, I will pay all attorneys’ fees and costs of the Released Party.
4. I will defend, indemnify and hold harmless the Released Party from all claims, judgments, and costs, including attorneys’ fees (to the limited extent that the defense and indemnity are not otherwise covered by collectible liability insurance), in the event that someone suffers personal injury, bodily injury, death or property damages as a result of my negligence, gross negligence or willful misconduct in connection with the Event.
5. Personal Responsibility
6. I understand that my participation in the Event is voluntary and further understand that I have had the opportunity to inspect the facilities and equipment before any participation.
7. I understand that I am obliged to follow the rules of the Event and that I can minimize my risk of injury by doing so and through the exercise of *common sense* and by being aware of my surroundings.
8. If, while participating in the Event, I observe any unusual hazard or condition, which I believe jeopardizes my personal safety or that of others, I will remove myself from participation in the Event and immediately bring said hazard or condition to the attention of the Released Party.

 E. Termination, Applicable Law and Severability

I understand that this Agreement is a binding contract. I agree that this Agreement shall be governed and construed by the laws of Florida. All disputes arising under, in connection with or incident to this Agreement shall be litigated, if at all, in the Thirteenth Judicial Circuit, in and for, Hillsborough County, Florida. I agree that this Agreement will apply to the Event and may only be terminated in writing.

This Agreement is intended to be as broad and inclusive as permitted by law. If any part of this Agreement shall be deemed unenforceable, the unenforceable provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

I HAVE READ THIS DOCUMENT AND I UNDERSTAND IT AND I ACKNOWLEDGE THAT IT CONSTITUTES A RELEASE OF LIABILITY AND WAIVER OF MY LEGAL RIGHTS. I AGREE TO ASSUME ALL RISKS ARISING OUT OF THE EVENT SO THAT I CAN PARTICIPATE.

**Sponsoring Rough Rider Member’s Signature:**

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Rough Rider Name and Member Number)

Printed Name & Member Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rough Rider Signature

**Adult Participant Signature:**

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

**Child Participant Parent/Guardian signature:**

I, (parent/natural guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Activities and using the equipment can be reduced by following the rules and through the use of *common sense* and *good judgment*.

The child’s parent(s) or natural guardian(s) certify that the child Participant has no physical or mental condition that precludes him/her from participating in the Activities or using the equipment and that he/she is not participating against medical advice.

Parent/Guardian Name (Print): Date:

Parent/Guardian Signature: Date:

Child’s Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_