CITY OF ELGIN
WAIVER, INDEMNITY AND RELEASE AND ASSUMPTION OF RISK
FOR ASSOCIATION AND/OR ORGANIZATION AND ITS MEMBERS

IMPORTANT INFORMATION

The City of Elgin is committed to conducting recreation activities in a safe manner and holds the safety of participants in high regard. The undersigned association and/or organization and each person associated therewith acknowledge and recognize that the **BoriquaFest Parade** is a recreational event. The City of Elgin continually strives to reduce such risk and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, associations and/or organizations participating in the **BoriquaFest Parade** must recognize that there is an inherent risk of injury when choosing to participate in recreational activities, including, but not limited to, parades.

The undersigned association and/or organization, agrees that it is solely responsible and liable for determining if its members are physically fit and/or adequately skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity.

The undersigned association and/or organization must have this form signed by those in actual authority to bind the association and/or organization and its members.

The undersigned association and/or organization understands that it will be a participant and/or volunteer and will be participating in the parade at its own risk, and acknowledge that participation is voluntary. The association and/or organization attest that the members are physically fit and prepared for this event.

The association and/or organization will not create an unsafe situation for other individuals or its members nor will it engage in any task with which it is not completely comfortable. It will abide by all applicable federal, state and local laws, as well as the rules and directions of the staff. If it brings any children or young adults with it to participate in the parade, it will be solely responsible and liable for providing for their safety and will keep them under close supervision at all times.

The undersigned association and/or organization for its members hereby grants the City of Elgin full and complete permission to use photographs of its members and quotations from them in promotions.

WARNING OF RISK

Participation in the **BoriquaFest Parade** is a challenge and engages the physical, mental and emotional resources of each participant. However, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of injury. Understandably, not all hazards and dangers can be foreseen. The very nature of participation in the **BoriquaFest Parade** can have risks, including, but not limited to, overexertion, slip and falls, lack of good physical conditioning, inadequate or defective equipment, inadequate instruction or supervision, poor technique, carelessness, horseplay, and all other risks inherent in the parade participation. In this regard, it must be recognized that it is impossible for the City of Elgin to guarantee absolute safety.

WAIVER, INDEMNITY AND RELEASE OF ALL CLAIMS
AND LIABILITY AND ASSUMPTION OF RISK

In consideration of receiving permission from the City of Elgin, Illinois, a municipal corporation (hereinafter referred to as "City") to participate in the **BoriquaFest Parade** the receipt and sufficiency of which is hereby acknowledged, the undersigned, for the undersigned association and/or organization; namely, _____, and its members, officials, officers, employees, agents, volunteers, heirs, distributees, next of kin, dependents, personal representatives, executors, administrators, successors and assigns, and all other related persons or entities (hereinafter referred to as "Participant") does hereby and shall to the fullest extent permitted by law waive, release, indemnify, defend and hold harmless City, its officials, officers, employees, agents, volunteers and assigns, and all other related persons or entities, from and against any and all claims, suits, judgments, costs, attorney's fees, damages or other liability or relief whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the undersigned and/or any property of the undersigned, and/or its members, officials, officers, employees, agents, volunteers, heirs, distributees, next of kin, dependents, personal representatives, executors, administrators, successors and assigns, and/or all other related persons or entities, during and/or related to participation. In the event of any action or proceeding against City its officials, officers, employees, agents, volunteers and/or its assigns, and/or all other related persons or entities, covered by the foregoing waiver and/or duty to indemnify, defend and hold harmless, such action or proceeding shall be defended by legal counsel of City's choosing and the cost thereof shall be paid by the undersigned association Participant.

In the event Participant and/or any of its members is to operate a motor vehicle of the **BoriquaFest Parade** participation, it represents and warrants to the City that the operator of any such motor vehicle shall be a licensed driver and it shall provide to the City concurrently with the submittal of this executed form proof of comprehensive automobile liability insurance covering the motor vehicle to be used in connection with the parade with limits of not less than $300,000 per occurrence for damages to persons or property, naming the City as an additional insured. The Participant represents and warrants that it shall keep such automobile liability insurance in effect through and including the date of the **2008 BoriquaFest Parade.**

The Participant being duly aware of the risks and hazards inherent in participation, the Participant and its members hereby voluntarily assumes all risks of loss, damage, or injury, including death that may be sustained by them.

The Participant hereby declares and represents that no promise, inducement or agreement not herein expressed has been made to them and that the terms of this waiver and release are contractual and not merely recital. This waiver, indemnity, release and assumption of risk provided for herein shall survive the **BoriquaFest Parade.**

The Participant hereby acknowledges and represents that the person signing this waiver and release and assumption of risk for the Participant is eighteen (18) years of age or older and of sound mind and in authority to bind the Participant and its members.

The undersigned hereby further acknowledges and represents that he/she, with the authority to bind the Participant and its members, has read the foregoing waiver and release and understands it signs it voluntarily and accepts it in its entirety. If registering on-line or via facsimile, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

_____
Print Name of association and/or organization

_____
Signature of president or leader of association and/or organization

_____
Tax identification number(s) of association and/or organization (if any)

Address of association and/or organization: _____
_____

Position: _____

Address of person: _____
_____

Dated: _____

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