



WAIVER FORM

PLEASE READ BEFORE SIGNING AS A PARTICIPANT IN THE 70th Annual H-E-B Thanksgiving Day Parade 2019

I, ("Participant"), wish to participate in the 70th Annual H-E-B Thanksgiving Day Parade ("Event") on Thursday, November 28, 2019. All Participants (parents or guardians on behalf of minors) must complete and sign the Waiver Form before being permitted to participate in the Event.

I understand that participating in a parade may involve some risk of personal injury to the participants. I further understand that I should not participate in the Event unless I am medically able and properly trained. I agree to abide by any decision of an Event official relative to my ability to safely participate in the Event. I assume all risks associated as a participant in the Event including, but not limited to, falls, contact with other participants, the effects of weather, including high heat and/or humidity, traffic and the conditions of the parade route, all such risks being known and appreciated by Participant.

I hereby grant permission to the City of Houston and the Event's sponsors to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose.

WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION OF PARTICIPANT BEING PERMITTED TO PARTICIPATE AND AS A CONDITION TO BEING ALLOWED TO PARTICIPATE IN THE EVENT, I, THE UNDERSIGNED, FOR AND ON BEHALF OF GROUP, MYSELF, MY MINOR CHILD (IF APPLICABLE), MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE THE CITY OF HOUSTON, TEXAS, TOGETHER WITH ITS FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, ASSIGNS, AND ALL AFFILIATED PERSONS AND ENTITIES INCLUDING THE EVENT'S SPONSORS, TOGETHER WITH ITS OFFICERS, DIRECTORS, MEMBERS, AGENTS, SERVANTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (HEREINAFTER COLLECTIVELY "HOUSTON"), OF, FROM AND AGAINST ANY AND ALL LIABILITIES OF EVERY KIND, CLAIMS, CAUSES OF ACTION, WHETHER AT LAW OR IN EQUITY, IN CONTRACT OR TORT, UNDER STATUTORY OR COMMON LAW OR PURSUANT TO THE TEXAS OR UNITED STATES CONSTITUTION(S) (INCLUDING ALL EXPENSES OF LITIGATION, COSTS, AND ATTORNEYS' FEES), KNOWN AND UNKNOWN, LOSSES, JUDGMENTS, FINES, DEMANDS, DAMAGES, LOSS OF USE OR SERVICES, OR INJURIES TO REAL AND/OR PERSONAL PROPERTY AND/OR PERSONS (INCLUDING DEATH) (COLLECTIVELY "CLAIMS"), AND I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HOUSTON, OF, FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY ANY PERSON OR ENTITY AGAINST HOUSTON WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO THE *EVENT* AND/OR THE PRESENCE, MALFUNCTION, MAINTENANCE, ADDITION, SUBSTITUTION, USE OR CONDITION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY OWNED, LEASED, OPERATED, OR UTILIZED BY HOUSTON IN CONNECTION WITH THE *EVENT* EVEN IF THE CLAIM IS THE RESULT OF THE ACTUAL OR ALLEGED SOLE NEGLIGENCE OF HOUSTON AND/OR THE RESULT OF THE ACTUAL OR ALLEGED GROSS NEGLIGENCE OF HOUSTON, AND/OR THE ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE OF HOUSTON AND ANY OTHER PERSON OR ENTITY, AND/OR THE ACTUAL OR ALLEGED STRICT, STATUTORY OR CONSTITUTIONAL LIABILITY OF HOUSTON.

PLEASE PRINT:

ORGANIZATION/SPONSOR

(Participant) LAST NAME FIRST NAME MI AUTHORIZED SIGNATURE (Self or parent/guardian if under 18)

ADDRESS _____ CITY _____ STATE _____ ZIP _____