

PASADENA TOURNAMENT OF ROSES PARADE

INDIVIDUAL PARTICIPANT RELEASE/WAIVER/INDEMNITY

AGREEMENT

The undersigned ("Participant"), for the benefit of the PASADENA TOURNAMENT OF ROSES ASSOCIATION, California non-profit corporation (the "Association"), and the CITY OF PASADENA, a municipal corporation (the "City"), and in consideration of the granting by the Association to Participant of a non-exclusive license to participate in the upcoming Tournament of Roses Parade (the "Parade"), held annually in Pasadena, California, to celebrate the New Year, hereby agrees as follows:

1. Participant is fully aware and understands that: the Parade is sponsored annually by the Association; the City has granted the Association a permit to hold the Parade; the Parade route is nearly six (6) miles long; nearly one million spectators line the Parade route; and, the Parade is generally comprised of floral floats, bands, equestrian units, dignitaries in vehicles, and special activities and events.
2. Participant is further aware and understands that: the Association takes precautions for the safety of persons and property in connection with the Parade, but that many things happen in connection with the Parade that are beyond the reasonable control of the Association; by way of example and not limitation: horses and other animals in the Parade may act in an uncontrolled fashion injuring riders and/or spectators; floats may lurch, break down, collapse, lose breaking ability, catch fire, and otherwise operate other than as planned, hurting operators, riders and/or spectators; band members and out walkers may suffer injuries on the streets or because of the length of the Parade; spectators may engage in unreasonable conduct; and, death, bodily injury and/or property damage may occur in connection with the Parade.
3. Participant further acknowledges that: the Parade is not the type of event or activity thought suitable for intense public regulation; the Parade, while enjoyable for Participant and the public, is not a matter of great importance to the public or a matter of practical necessity; the Association does not hold itself out as willing to allow any member of the public to participate in the Parade; the Association does not possess any particular bargaining strength over Participant with regard to negotiating arrangements for Parade participation; and, Participant is aware of the option of acquiring special insurance to protect against the risks associated with the Parade.
4. Participant further acknowledges that: Participant has voluntarily and without compulsion or compensation by the Association decided to participate in the Parade; as a condition to Participant participating in the Parade, the Association requires Participant to execute and deliver this Agreement; and, except as set forth herein, the Association has made no representation or warranty, express or implied, of any kind whatsoever relating to the subject matter of this Agreement.

5. PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO COMMENCE LEGAL ACTION AGAINST THE ASSOCIATION, THE CITY, THEIR OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, CONTRACTORS AND REPRESENTATIVES (THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, RESULTING FROM OR IN ANY WAY RELATED TO ANY DEATH, BODILY INJURY OR PROPERTY DAMAGE INCURRED AT OR AS A RESULT OF THE PARADE, EXCEPT TO THE EXTENT CAUSED BY THE ACTIVE NEGLIGENCE OF THE RELEASED PARTIES.
6. Participant hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs and expenses, including attorneys' fees, that the Released Parties may incur as a result of or in any way related to Participant's participation in the Parade, excepting to the extent that such claims were caused by the active negligence of the Released Parties.
7. PARTICIPANT VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RISKS, HEREBY ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR, AND RISK OF, DEATH, BODILY INJURY AND/OR PROPERTY DAMAGE RESULTING FROM OR IN ANY WAY RELATED TO PARTICIPANT'S PARTICIPATION IN THE PARADE.
8. Participant further acknowledges that: Participant's participation in the Parade is the result of a non-exclusive license granted by the Association; Participant shall be deemed to be a licensee with respect to Participant's relationship with the Association; nothing whatsoever involved with Participant's participation in the Parade shall constitute Participant as an agent, partner, joint venturer, or any other such legal status that legally could bind the Association as a result of Participant's actions; and Participant shall have no authority whatsoever to bind the Association in any way.
9. This Agreement shall be deemed a contract made under the laws of the State of California and shall be construed and enforced in accordance with the laws of such state.
10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, the Released Parties, their heirs executors, successors and assigns.
11. In the event any provision of this Agreement is held invalid, the remaining portions of the Agreement shall remain in full force and effect. The release, waiver and indemnity, provisions contained herein are intended by the parties to be as broad and inclusive as permitted by law and shall be interpreted accordingly.
12. If Participant is under 12 years of age, Participant may participate in the Parade only if accompanied at all times by the parents/legal guardians of Participant, and the parents/legal guardians agree to accept full and complete personal responsibility for the health and safety of Participant.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the _____ day of _____, 20__.

PARTICIPANT:

(Signature)

(Print Name)

(Parade Unit Name)

[If under 18 years of age, parent(s) or legal guardian(s) must sign below.]

The undersigned, the parent(s)/legal guardian(s) of Participant, has (have) reviewed the foregoing agreement and hereby consent(s) and agree(s) to the same.

(Signature of Parent/Legal Guardian)

(Print Name(s))