

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS  
& INDEMNIFICATION AGREEMENT FOR THE  
CITY OF MCALLEN 90TH ANNUAL INDEPENDENCE DAY PARADE  
WEDNESDAY, JULY 4TH, 2018**

**Notice: By signing this document you are waiving certain legal rights, including right to sue.**

In consideration of being allowed to use the facilities to participate in the CITY OF MCALLEN 90TH ANNUAL INDEPENDENCE DAY PARADE and other related activities (collectively "Activities") provided by City of McAllen, the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

WAIVE ALL CLAIMS; ASSUME ALL RISKS; AND IDEMNITY: PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF MCALLEN, ITS MAYOR, CITY COMMISSIONERS, ATTORNEYS, AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM THEIR PARTICIPATION WITH THE MCALLEN INDEPENDENCE DAY PARADE. PARTICIPANT UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE OF LIABILITY DISCHARGES THE CITY OF MCALLEN, ITS MAYOR, CITY COMMISSIONERS, ATTORNEYS, AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND AGENTS (HEREINAFTER COLLECTIVELY, THE "CITY") FROM ANY LIABILITY OR CLAIM THAT THEY MAY HAVE AGAINST THE CITY WITH RESPECT TO ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, RELATING IN ANY WAY TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM THEIR PARTICIPATION WITH IN THE MCALLEN INDEPENDENCE DAY PARADE, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE CITY, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. PARTICIPANT ALSO UNDERSTAND THAT THE CITY DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE, IN THE EVENT OF INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE.

**PHOTOGRAPHIC RELEASE:** PARTICIPANT GRANT AND CONVEY UNTO THE CITY OF MCALLEN, MCALLEN CABLE NETWORK - CHANNEL 12, AND/ OR THE MCALLEN CHAMBER OF COMMERCE ALL RIGHT, TITLE, AND INTEREST IN ANY AND ALL PHOTOGRAPHIC IMAGES AND VIDEO OR AUDIO RECORDINGS MADE BY CITY OF MCALLEN, MCALLEN CABLE NETWORK – CHANNEL 12, AND/ OR THE MCALLEN CHAMBER OF COMMERCE AND SUCH IMAGES AND RECORDINGS MAY BE USED FOR PROMOTIONAL PURPOSES BY THE CITY OF MCALLEN AND MCALLEN CHAMBER OF COMMERCE.

Participant Acknowledgment of Responsibility

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

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the City's equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of City of McAllen Managers or Directors.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Texas, the remaining portions of the Agreement shall remain binding and available for use by the City and its counsel in any proceeding.

*I CERTIFY THAT I HAVE READ AND AGREE TO COMPLY WITH ALL POLICIES OF THE MCALLEN INDEPENDENCE DAY PARADE. I UNDERSTAND THAT NON-COMPLIANCE WILL FORFEIT OUR PARTICIPATION IN THE CURRENT AND FUTURE PARADES.*

Participant's Name (Printed): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian's Name (Printed): \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_