

# Arlington 4<sup>th</sup> of July Association

## INSURANCE LIABILITY NOTICE

The Arlington 4th of July Association insurance DOES NOT COVER PARADE PARTICIPANTS. Participants are expected to carry insurance adequate to cover any liability for damage, injury, economic loss or other liability which may be incurred by individuals and/or organizations during the 4th of July celebration sponsored by the Association. Contact your insurance agent, your legal advisor, and/or other competent risk management professional for advice if you have any question about the adequacy of your individual or organization's insurance coverage and liability. WAIVER AND INDEMNITY AGREEMENT County of Tarrant Participants

## Waiver And Indemnity Agreement

In consideration of the approval by The Arlington 4th of July Association of the undersigned's application to be an authorized participant (either volunteer or paid) in the public celebrations and festivities to be held, Monday July 4th, 2022, on or in various public streets, parts, and other property owned and/or controlled by the City of Arlington, Texas, and/or the State of Texas, the undersigned does hereby elect to participate in the said activities and the preparations therefore, and recognizes and voluntarily assumes any and all risks attendant to being present as a spectator, entertainer and/or participant in all such activities, including public parades, picnics, the sale and consumption of concession stand refreshments, and the vehicular and pedestrian traffic and crowds of persons likely to attend such outdoor and/or indoor public entertainment, celebration and recreational activities, and recognizing such risks and also recognizing that the said celebration is a civic endeavor organized by unpaid volunteers who donate their time and efforts as a public service to the residents of Arlington; therefore, the undersigned does hereby waive any and all claims or causes of action of every kind of nature that may now or hereafter exist or arise in favor of the undersigned against the Arlington 4th of July Association, its officers, directors, and/or members, that result or in any manner are connected with the undersigned's participation in (including all time spent in preparation for) the aforesaid celebration and festivities, and the undersigned does hereby agree to hold the said association, its officers, directors and/or members harmless, and to indemnify and hold harmless and defend them from and against any and all suits, demands, or claims and all costs, losses, liabilities, settlements (whether voluntary or otherwise) and judgements incurred in connection therewith, including attorney's fees and court costs, including without limitation all claims, demands and suits for damages or injuries, including death, to any and all persons or property, whether real or asserted and whether arising in equity, at common law, or by statute, or under the law of contracts, torts (including without limitation, negligence and strict liability without regard to fault) or property, of every kind of character, and whether or not due in whole or in part to lessor's sole or concurrent negligence or other fault, breach of contract or warranty, violation of statute, or strict liability without regard to fault, based upon, in connection with, resulting from or arising out of the undersigned's volunteer or paid participation in (including all time spent in preparation for) the said civic celebration.

Student Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_