

2018 Celebrate our Stars and Stripes Independence Day Boat Parade

AGREEMENT, WAIVER, INDEMNITY AND RELEASE WITH AND FOR CELEBRATE PERTH AMBOY, INC.

EACH PARTICIPANT MUST BRING A SIGNED ORIGINAL DOCUMENT, OR SIGN IN PERSON. NO EXCEPTIONS PLEASE.

I have read the Celebrate our Stars and Stripes Independence Day Boat Parade Participants Guidelines and hereby agree to abide by the provided restrictions. In consideration for allowing my participation, I hereby waive, release, and forever discharge any and all claims of whatever nature for damages or compensation for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in the above-mentioned Boat Parade ("the activity"). This release is intended to release and discharge in advance Celebrate Perth Amboy, Inc.(in this case d/b/a Celebrate our Stars and Stripes), and its volunteers, officers, directors, trustees, employees, representatives, sponsors, advertisers, supporters and agents, as well as the cities of Perth Amboy and South Amboy, from any and all liability arising out of or connected in any way with the activity, even though that liability may arise out of negligence or carelessness or errors or omissions on the part of Celebrate Perth Amboy, Inc., and its volunteers, officers, directors, trustees, employees, representatives, sponsors, advertisers, supporters and agents, as well as the cities of Perth Amboy and South Amboy. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks I hereby completely assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs, successors and assigns as well as my estate and executor, executrix or administrator.

To the extent permitted by law, I agree to indemnify and to hold harmless Celebrate Perth Amboy, Inc., and its volunteers, officers, directors, trustees, employees, representatives, sponsors, advertisers, supporters and agents, as well as the cities of Perth Amboy and South Amboy free and harmless from any loss, liability, damage, cost or expense which they may incur (including reasonable attorney's fees and costs of suit) as the result of my death or any injury or property damage that I may sustain or that I may cause while or when participating in the activity or arising out of or in connection with the activity, including but not limited to my use or operation of any boat or vehicle and including any third party claims asserting loss, liability, damage, cost or expense of any type caused by me. If I intend to operate a boat or vehicle of any type for the activity, I hereby represent that it is registered and in safe operating condition, that I am a licensed operator or driver, that I am trained to use such boat or vehicle and that I assume full responsibility for the use of my boat or vehicle in the activity.

No physical or health limitation prevents me from safely participating in the activity. In consideration for being allowed to participate, I personally assume all risks, whether foreseen or unforeseen, arising out of or in connection with the activity and assume the risks of any harm, injury or damage that may befall me as a participant or that I may cause to others.

If I am injured during the event, I authorize any physician licensed in New Jersey to perform such emergency treatment as she or he believes, in his or her sole judgment, as may be necessary. I am over the age of eighteen and legally competent to sign this liability release and indemnity or I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding, and I have signed this document of my own free act. Further, I agree that photographs, pictures, slides, movies or videos may be taken of me in connection with my participation in the activity without compensation from anyone, and I consent to the use of these photographs, pictures, slides, movies or videos for any legal purpose.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE, INDEMNITY AND ASSUMPTION OF RISK.

Name _____ Date _____

Signature (if under 18, **guardian's**) _____

Print Name/ Relationship of Guardian _____

Address _____

BOAT Registration Number (if applicable) _____