

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

The Parade Company

Detroit, Michigan

IN CONSIDERATION of being permitted to participate in the America's Thanksgiving Parade®, the International Freedom Festival, and/or any other activities of The Parade Company or the Michigan Thanksgiving Parade Foundation, in Detroit, Michigan or elsewhere, (collectively, "The Parade Company") THE UNDERSIGNED, for herself/himself, her/his personal representatives, heirs, and next of kin, acknowledges, consents and agrees to the following Release and Waiver:

1. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE: The Parade Company; all participants in America's Thanksgiving Parade®, the International Freedom Festival, and/or other activities of The Parade Company, in Detroit, Michigan or elsewhere; sponsors of the Parade or The Parade Company; and all directors, officers, employees, or agents of any of the foregoing, all of whom are referred to collectively as the "Released Parties," from any and all liability, any and all loss or damage, and any claims or demands therefor on account of personal injury (including death) or property damage suffered by the undersigned, his or her personal representatives, assigns, heirs, or next of kin, whether caused by the negligence of any of the Released Parties or otherwise, while the undersigned is observing, working for, or for any purpose participating in the Parade (including, but not limited to, all preparation therefor, the Parade itself, all incidental activities including pre-Parade and post-Parade activities, and the return of Parade materials to storage locations), the International Freedom Festival, or any other activities of The Parade Company. I further understand and agree that this Waiver and Release includes any claims based on actions, omissions, or negligence of the Released Parties includes claims regarding COVID-19 or other infectious disease, whether a COVID-19 infection or other infectious disease occurs before, during or after engaging in the above-mentioned activities.

2. THE NOVEL CORONAVIRUS, COVID-19:

THE NOVEL CORONAVIRUS, COVID-19, HAS BEEN DECLARED A WORLDWIDE PANDEMIC BY THE WORLD HEALTH ORGANIZATION. COVID-19 IS EXTREMELY CONTAGIOUS. THE PARADE COMPANY HAS PUT IN PLACE PREVENTATIVE MEASURES TO REDUCE THE SPREAD OF COVID-19; HOWEVER, THE PARADE COMPANY CANNOT GUARANTEE THAT YOU WILL NOT BE EXPOSED TO COVID-19. FURTHER, ATTENDANCE AT AND/OR PARTICIPATION IN THE AMERICA'S THANKSGIVING PARADE®, THE INTERNATIONAL FREEDOM FESTIVAL, AND/OR ANY OTHER ACTIVITIES OF THE PARADE COMPANY AND/OR THE MICHIGAN THANKSGIVING PARADE FOUNDATION COULD INCREASE THE RISK OF CONTRACTING COVID-19 OR OTHER INFECTIOUS DISEASES.

By signing this Waiver and Release I hereby acknowledge the contagious nature of COVID-19 and other infectious diseases and voluntarily assume the risk that I, my personal representatives, heirs and/or next of kin may be exposed to or infected by COVID-19 or other infectious diseases through attendance at and/or participation in the America's Thanksgiving Parade®, the International Freedom Festival, and/or any other activities of The Parade Company and/or the Michigan Thanksgiving Parade Foundation, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 or other infectious diseases at or during the Parade and other activities of the Parade Company may result from the actions or omissions of The Parade Company, the Michigan Thanksgiving Parade Foundation, and/or others, including, without limitation, the Released Parties.

3. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties and each of them from any loss, liability, damage, or cost they may incur, including but not limited to including claims regarding COVID-19 infection or other infectious disease, due to the presence of the undersigned in any way observing, or working for, or for any purpose participating in the Parade (including, but not limited to, all preparation therefor, the Parade itself, all incidental activities including pre-Parade and post-Parade activities, and the return of Parade materials to storage locations), the International Freedom Festival, or any other activity of The Parade Company, and whether caused by the negligence of the Released Parties or otherwise.
4. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY HARM, DEATH OR PROPERTY DAMAGE including, without limitation, exposure to or infection by COVID-19 or other infectious diseases, due to the negligence of Releases or otherwise while observing, working for, or for any purpose participating in the Parade (including, but not limited to, all preparation therefor, the Parade itself, all incidental activities including

pre-parade and post-parade activities, and the return of Parade materials to storage locations), the International Freedom Festival, or any other activity of The Parade Company.

THE UNDERSIGNED expressly acknowledges and agrees that the activities of the Parade (including, but not limited to, all preparation therefor, the Parade itself, all incidental activities including pre-parade and post-parade activities, and the return of Parade materials to storage locations), the International Freedom Festival, or any other activity of The Parade Company are dangerous and involve the risk of serious injury and/or death and/or property damage and/or exposure to COVID-19 or other infectious diseases.

THE UNDERSIGNED further expressly agrees that the foregoing release, wavier, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan, and that if any portion of this agreement is held invalid, then the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

THE UNDERSIGNED HAS READ AND WILLFULLY ADHERES TO THE PARADE COMPANY
CODE OF CONDUCT.

Print: Name

Signature

Date

Volunteers under 18 years of age must also have a Parent/Guardian sign Waiver as well.

Print: Parent / Guardian Name

Parent/Guardian Signature

Date

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