

**KREWE OF ALEGRIA a/k/a ALEGRIA GROUP, INC.,
and ALEGRIA'S KICKIN' FOR KIDS**

Release, Assumption of Risk, Covenant Not to Sue, and Hold Harmless

In consideration of the opportunity to participate in the following 2017 – 2018 parades (check parades):

- The Tampa Downtown SantaFest Parade on Saturday, December 2, 2017
- The Children's Gasparilla Parade on Saturday, January 20, 2018
- The YMKG Gasparilla Day Parade on Saturday, January 27, 2018
- The Krewe of Sant 'Yago Knight Parade on February 10, 2018
- The Rough Riders St. Patrick's Day Night Parade on March 17, 2018
- Tampa Pride Parade - Ybor on March 24, 2018

along with the Krewe of Alegria a/k/a Alegria Group, Inc., and Alegria's Kickin' for Kids, I, the individual signee on the attached, am a current Member, Security or Gentleman Pirate (referred to henceforward as MSorGP) of the Krewe of Alegria and do agree as follows:

A. Definitions:

1. The "Agreement" shall refer to this Release, Assumption of Risk, Covenant Not to Sue, and Hold Harmless.
2. "Released Parties" shall refer to Krewe of Alegria a/k/a Alegria Group, Inc., and Alegria's Kickin' for Kids and include its past, present and future members, owners, employees, officers, directors, principals, parents, subsidiaries, affiliates, associated corporations, agents, partners, representatives, predecessors, heirs, legal representatives, successors and assigns.
3. Member, Security or Gentleman Pirate (MSorGP) shall be referred to as the individual signee on attached and will include their parents, siblings, children, guardians, heirs, and any other relatives or legal representatives.
4. The "Events" shall refer to MSorGP's participation in the selected parades listed on this document, from MSorGP's arrival at the location of the event to his or her departure from that location.
5. "Injury" shall refer to personal injury, bodily injury, death, property damage, and any other personal or financial loss sustained by MSorGP that in any way results from, or is connected with, the Event.

B. Acknowledgements:

1. I am at least 21 years of age and otherwise competent to sign this Agreement.
2. Participation in a large parade, such as any of the parades listed in this document, has inherent dangers requiring skill, concentration, and attention by all participants. MSorGP understands that no amount of care, caution, instruction or expertise can completely eliminate such dangers.
3. MSorGP is not suffering from any illness or physical disability that would affect his or her ability to safely participate in the Event.

C. Release, Assumption of Risk, Covenant Not to Sue, and Hold Harmless:

MSorGP desires to participate in the aforementioned Events. To do so, he or she voluntarily agrees to the following:

1. MSorGP releases, waives, and discharges the Released Parties to the full extent allowed by law, from any and all liability, claims, demands, or causes of action for Injury, however caused, even if caused by the negligence, in whole or in part and in any form, of the Released Parties.
2. MSorGP expressly and voluntarily assumes all risk of Injury, to the full extent allowed by law, however caused, even if caused by the negligence, in whole or in part and in any form, of the Released Parties.
3. MSorGP will not sue or make a claim against the Released Parties for Injury and, if it violates this agreement by filing such a suit or making such a claim, MGorGP will pay all attorney's fees and costs of the Released Parties.
4. MSorGP will defend, indemnify, and hold harmless the Released Parties from all claims, judgments and costs, including attorney's fees (to the limited extent that the defense and indemnity are not otherwise covered by collectible liability insurance), in the event that someone suffers personal injury, bodily injury, death, or property damage as a result of MGorGP's negligence, gross negligence, over consumption of alcohol or willful misconduct in connection with the Event.

D. Termination, Assignment, Applicable Law, and Severability:

1. MSorGP agrees that this Agreement will apply to the Event and may be terminated in writing by a current officer of the Krewe of Alegria a/k/a Alegria Group, Inc., or Alegria's Kickin' for Kids.
2. MSorGP shall not assign this Agreement to another individual.
3. MSorGP understands that this Agreement is a contract. Member agrees that this Agreement shall be governed and construed in accordance with the laws of the State of Florida. All disputes arising under, in connection with, or incident to this Agreement shall be litigated, if at all, in the Thirteenth Judicial Circuit, Hillsborough County, Florida.
4. This Agreement is intended to be as broad and inclusive as is permitted by law. In any part, article, paragraph, sentence or clause of this Agreement shall be deemed unenforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

I HAVE READ THIS DOCUMENT, I UNDERSTAND IT, AND I ACKNOWLEDGE THAT IT CONSTITUTES A RELEASE OF LIABILITY AND A WAIVER OF MEMBERS'S LEGAL RIGHTS. MGORGP AGREES TO ASSUME ALL RISKS ARISING OUT OF THE EVENT, SO THAT HE OR SHE CAN PARTICIPATE.

(Signature)

(Date)

(Print Name)

(Home phone)

(Street Address, no P.O. Box)

(Cell phone)

(City, State, Zip)

(Email address)

(Alegria Witness Signature)

(Alegria Witness Print Name)