

**KREWE OF ALEGRIA a/k/a ALEGRIA GROUP, INC.,  
and ALEGRIA'S KICKIN' FOR KIDS, INC.  
G U E S T   W A I V E R**

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

In consideration of the opportunity to participate in the \_\_\_\_\_  
(parade name) with the Krewe of Alegria a/k/a Alegria Group, Inc., and Alegria's Kickin' for Kids on \_\_\_\_\_  
\_\_\_\_\_ (date), I, \_\_\_\_\_ (guest name), am not a  
current or former member 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. "Guest" shall be referred to as \_\_\_\_\_ and include parents, siblings, children, guardians, heirs, and any other relatives or legal representatives.
4. The "Event" shall refer to Guest's participation in the \_\_\_\_\_  
\_\_\_\_\_ (parade name) on \_\_\_\_\_ (date), from Guest'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 Guest 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 the \_\_\_\_\_  
\_\_\_\_\_ (parade name), has inherent dangers requiring skill, concentration,  
and attention by all participants. Guest understands that no amount of care, caution, instruction or  
expertise can completely eliminate such dangers.
3. Guest 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:

Guest desires to participate in the Event. To do so, he or she voluntarily agrees to the following:

1. Guest 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. Guest 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. Guest 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, Guest will pay all attorney's fees and costs of the Released Parties.
4. Guest 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 Guest's negligence, gross negligence, or willful misconduct in connection with the Event.

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

1. Guest 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. Guest shall not assign this Agreement to another individual.
3. Guest understands that this Agreement is a contract. Guest 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 GUEST'S LEGAL RIGHTS. GUEST 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)

\_\_\_\_\_  
(Print)