



PARKS & RECREATION

Waiver, Release and Indemnification Agreement from Seguin Holiday Parade Participants

In consideration of the privilege of participating in the event, I grant to City of Seguin, its successors and assigns, the right to record, broadcast, and otherwise exploit in any and all media throughout the world, my performance in the event and to use my name, likeness, voice and biographical information concerning me in connection with promotion of the event.

For the same consideration, I assume all risks associated with participation in the parade and hereby release and hold harmless all of the following, who are hereafter called "the indemnified parties," namely City of Seguin, their respective directors, officers, employees, agents, successors, assigns, members and volunteer workers from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, arising out of my participation in the parade, including without limitation, any personal injuries or damage to my property which I may incur as a result of participation in the parade.

I also agree to and shall indemnify and hold harmless all of the indemnified parties from and against any and all claims, losses, damages, causes of action, suits and liability of every kind including all expenses of litigation, court costs and attorney's fees for injury to or death of any person for damage to any property arising out of or in connection with the event, whether such injury, death or damages are caused by the sole negligence of the indemnified parties or the joint negligence of the indemnified parties and any other person or entity. I agree that this Waiver, Release and Indemnification Agreement shall be governed by the laws of the State of Texas and that the venue for litigation involving the indemnified parties shall be in a court of competent jurisdiction in Guadalupe County, Texas.