

BOAT PARADE- WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in the Spanish Festival Boat Parade to be held April 8, 2022 in New Iberia, Louisiana, and in consideration of LAENI La Asociación Española sponsoring the Spanish Festival Boat Parade, and as consideration for the right to participate in the Spanish Festival Boat Parade, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Spanish Festival Boat Parade, and do hereby release and forever discharge the sponsors of the Spanish Festival Association and their respective officials, officers, directors, members, shareholders and employees, the volunteers assisting with the Spanish Festival Boat Parade, and any of the insurers, staff, volunteers, heirs, representatives, predecessors, successors and assigns of any of the foregoing (hereafter referred to collectively as the "Released Parties"), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the foremove mentioned Spanish Festival Boat Parade, including traveling to and from an event related to the Spanish Festival Boat Parade. I am voluntarily participating in the Spanish Festival Boat Parade entirely at my own risk. I am aware if the risks associated with participating or riding in the Spanish Festival Boat Parade, which may include, but are not limited to, physical or psychological injury, pain, drowning, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the land and water locations of the Spanish Festival Boat Parade. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in the Spanish Festival Boat Parade, including travel to, from and during the Spanish Festival Boat Parade. Further, I agree to indemnify and hold harmless the Released Parties against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf.

I acknowledge that I have carefully read this "WAIVER AND RELEASE OF LIABILITY" and fully understand that it is a release of liability. I expressly agree to release and discharge the Release Parties from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring legal action against the Released Parties for personal injury or property damage. To the extent that state or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Released Parties. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

Signature & Date: _____

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows: I hereby certify that I am the parent or guardian of _____, named above, and do herby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____

Sign & Date: _____