

RELEASE AND WAIVER OF LIABILITY

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 2017, by [print your individual and company name]

_____ (the "Participant") in favor of Helen Keller Festival, Inc. and their directors, officers, employees, agents, members, and volunteers (collectively, "Released Parties").

The Participant desires to engage in the activities organized, attended, or related to downtown Tuscumbia, Alabama and/or the Helen Keller Festival. The participant understands that the Activities include, but not limited to, Activities located in or around the downtown Tuscumbia, Alabama and Spring Park related to, arising out of, and/or occurring in relation to the Helen Keller Festival.

The Participant has fully read and understands this Release and hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver. The Participant does hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities with or related to the Released Parties.

Participant understands that this Release discharges the Released Parties from any liability or claim that the Participant may have against the Released Parties with aspect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with the Released Parties and/or the Helen Keller Festival, whether caused by the negligence of the Released Parties or their officers, directors, employees, agents, members, volunteers, or otherwise. Participant also understands that the Released Parties do not assume any responsibility for any obligation to provide financial assistance or other assistance including but not

limited to medical, health, liability or disability insurance in the event of injury, illness, or death to Participant or any third party engaging in business or otherwise interacting in any way with Participant.

Medical Treatment. Participant does hereby release and forever discharge the Released Parties from any claim whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with the Released Parties, including any of Participant's dealings with third parties, whether customers of Participant or otherwise.

Assumption of Risk. The Participant understands that the Activities may include participation in activities that could or may be dangerous to the Participant and its customers and/or individuals with whom Participant has any dealings, business or otherwise.

Insurance. The Participant understands that, except as otherwise agreed to by the Released Parties in writing, the Released Parties do not carry or maintain health, medical, or disability insurance coverage for any Participant or any third party customers and/or individuals having dealings with Participant. Each Participant is expected to and shall obtain its own medical, health, and liability insurance coverage.

Other. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by laws of the State of Alabama and that this Release shall be governed by and interpreted in accordance with the laws of the State of Alabama. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

PRINT Participant's Name _____

PRINT Participant's Business _____

SIGN (Participant) _____

Address _____

City, State, Zip _____

Phone (daytime) _____

Phone (evening) _____

E-mail _____

EMERGENCY CONTACT

Name _____

Phone (daytime) _____

Phone (evening) _____

Your Insurance Co. _____

Your Insurance No. _____

WITNESS SIGNATURE: _____