

Cumberland Farmer's Club Community Volunteers Agreement (Release of Liability, Hold Harmless, and Image Release)

NOTE: Each participant must sign a separate Hold Harmless Agreement (Adults and Minors)

City, State: Cumberland ME

Event: **Cumberland Fair Grand Parade 2019 – September 22, 2019**

In consideration of the opportunity to participate in the above-named event ("Event") on dates indicated below, I voluntarily acknowledge and agree to the following:

Participation in the Event involves physical activity, which may expose me to the risk of personal injury or property damage. I am voluntarily participating in this activity and agree to assume all risks arising from my participation in the Event regardless of how they might arise.

I agree for myself, my heirs and assigns, executors and administrators to hold harmless and release Cumberland Farmer's Club or any other sponsoring organization(s) and all their subsidiaries, affiliates, officers, directors, licensees, representatives and successors ("Released Parties") from any and all losses, causes of action, liabilities, expenses and claims for damages (collectively "Claims") that I may now or in the future have that arise directly or indirectly from participation in connection with the Event and/or the condition of the property, facilities or equipment used for the Event, regardless of when, where or how such Claim may arise and regardless of whether caused by the negligence of the Released Parties or otherwise, including, without limitation, Claims relating to (i) any theft, loss or disappearance of property, (ii) bodily injury (fatal or non-fatal) and (iii) property damage.

I grant permission for the Released Parties to use my name, likeness, voice, relevant biographical information and any other indicia of my identity (collectively, "Publicity Rights") in publicity, advertising and promotions in all forms of media throughout the world in perpetuity without remuneration to me. I further agree that all photos, negatives, sounds, imagery, and video recordings and all copyrights therein shall be the sole property of Cumberland Farmer's Club, and I waive any right that I may have to inspect or approve any materials that may use such rights. I acknowledge that the Released Parties shall have no obligation to use any such Publicity Rights. In addition, I assign to the Released Parties all rights that I may have in any materials that contain Publicity Rights and agree not to make any claim to or challenge the rights of the Released Parties in such materials.

This agreement will be construed broadly to prevent claims and law suits to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be modified or deleted to the minimum extent necessary to make them enforceable, and shall not affect the enforceability of any other provisions.

This agreement shall be governed by the laws of Maine. I hereby submit to the exclusive jurisdiction of the courts of the State of Maine and waive any objection to venue with respect to actions brought in such courts.

I have read this agreement, I fully understand its terms, and I recognize that I have given up rights by signing it in consideration of being permitted to participate in the Event. I sign it voluntarily and without any inducement or duress.

Printed Name of Participant (and printed name of Parent/Legal Guardian if Participant is under 18):

➤ _____

➤ Organization representing in parade: _____

Signature of Participant (Must be at least 18 years old) or Parent/Legal Guardian if under 18:

➤ _____

➤ **Date Signed:** _____

Inclusive Dates of Event: 09.22.2019 to (if applicable) 09.23.2019