

**ACTIVITY RELEASE AND HOLD HARMLESS AGREEMENT FOR THE 2019
KAIMUKI CHRISTMAS PARADE AKA
KAIMUKI BUSINESS AND PROFESSIONAL ASSOCIATION (KBPA)
CHRISTMAS PARADE**

This RELEASE AND HOLD HARMLESS AGREEMENT is made by and between the KAIMUKI BUSINESS AND PROFESSIONAL ASSOCIATION and the CITY AND COUNTY OF HONOLULU hereinafter designated the RELEASEES and PARTICIPANT in the KBPA Christmas Parade hereinafter designated the PARTICIPANT and if Participant is a minor, Participant's parent or guardian.

In return for participating or marching in the KBPA Christmas Parade, the PARTICIPANT, his/her heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. **Participant agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE PARADE USE OF OR PRESENCE UPON THE ROADWAY** or at any staging or break down area including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, collisions with vehicles, or stationary objects, fire or explosion, the unavailability or delay of emergency medical care, or the negligence or deliberate act of any other person.
2. Participant agrees to hold the RELEASEES and all of its successors, assigns, subsidiaries, affiliates, officers, directors, members and agents completely harmless and not liable and release them from all liability whatsoever on account of or in connection with any and all claims, causes of action, injuries, damages, cost or expenses arising out of participation in the KBPA Christmas Parade and staging area or break down areas, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the RELEASEES.
3. Participant agrees to indemnify and defend the RELEASEES or it's agents against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from any and all forms of participation in the KBPA Christmas Parade.
4. Participant agrees to abide by all of the RELEASEES rules and safety guidance.
5. This contract is not-assignable and non-transferable and is made and entered into the state of Hawaii and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law then that clause alone is null and void. When the Participant or Participant's Parent or Guardian, if Participant is a minor, sign this

contract, it will then become binding on both parties, subject to the above mentioned terms and conditions.

6. The undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with the RELEASEES, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability (ies).
7. I understand the potential dangers that one could incur in riding, walking, in the parade; including, but not limited to, any interactions with other participants, animals and vehicles or in the staging and breakdown areas and in vehicular roadways.
8. I understand, recognize and warrant that this Release and Hold Harmless Agreement is being voluntarily and intentionally signed and agreed to.

In consideration, therefore, for the privilege of participating in the KBPA Christmas Parade, the undersigned does hereby agree to Hold Harmless and Indemnity the RELEASEES as above stated and further release the RELEASEES from any liability or responsibility for accident, damage, injury, death or illness to the undersigned or to any family member or spectator accompanying the undersigned.

