

REGISTRATION FORM

HOGANSVILLE HUMMINGBIRD FESTIAL HOWL-O-WEEN DOG PARADE

SATURDAY, October 18, 2018

CALVIN HIPP MEMORIAL PARK

PET'S NAME: \_\_\_\_\_

OWNER'S NAME: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER(S) \_\_\_\_\_

HOGANSVILLE HUMMINGBIRD FESTIVAL HOWL-O-WEEN DOG PARADE PARTICIPATION AGREEMENT, ASSUMPTION OF RISK, AND WAIVER AND RELEASE OF CLAIMS (INCLUDING PHOTOGRAPHIC RELEASE)

Please read this agreement carefully. It includes a release of liability and waiver of legal rights, and it deprives you of the ability to sue certain parties. Do not agree to this document unless you have read and understood it in its entirety. By agreeing electronically, you acknowledge that you have both read and understood the text presented to you as part of the registration process. You also understand and agree that events carry certain inherent dangers and risks, which may or may not be readily foreseeable, including, without limitation, personal injury, property damage or death. Your ability to participate in the event(s) is subject to your agreement to the waiver, and by agreeing herein, you accept and agree to the terms of this waiver, release of liability and assumption of risk agreement.

In connection with my participation in the Event, I agree and affirm that any dog I will be participating with (1) has a current rabies vaccination, (2) has no known prior history of biting people or other animals, (3) and is in my judgment capable of participating in an event involving large crowds without becoming aggressive, reactive, or otherwise dangerously agitated. I agree to abide by all rules of this Event and by the decision of any Event official related to the ability of me and my dog(s) to complete this Event safely, including the removal of my dog from the Event, if necessary. I further agree that Event officials may authorize emergency treatment of me and my dog.

I understand that participating in the Hummingbird Festival, Howl-O-Ween dog parade ("Event") includes an element of risk for me and my dog(s). I understand that I should not participate unless the dog and I are physically able and properly conditioned to complete the Event.

I understand and voluntarily assume any and all risks associated with participating in this Event, including, but not limited to the risk of injury and/or or death to me and my dog(s) from the following: traveling to and from the Event, the presence of vehicle traffic and spectators along the Event course, physical activity, injuries to me or my dog(s) caused by contact with spectators or other Event participants (people or dogs), falls, leash entanglement, dog bites, illness, heat exhaustion, heat stroke or dehydration, the effects of the weather (including temperature extremes and humidity), the condition of the Event course, roads and sidewalks and other hazards.

I agree that The Hummingbird Festival, its network partners, affiliates, Event sponsors, and other agents acting on its behalf, may photograph and record my likeness and activities ("Images") during the Event. I grant The Hummingbird Festival, its network partners, affiliates, Event sponsors, other agents acting on its behalf, as well as its successors and licensees, permission to use and re-use, publish and republish, and modify or alter the Image(s) taken during the Event for any purpose whatsoever, including editorial, commercial, trade and advertising, without compensation to me, in any medium now existing or subsequently developed, worldwide in perpetuity for the purposes stated above. I waive my right to inspect or approve any editorial text or copy that is used in connection with the Images, and I release and discharge The Hummingbird Festival from any and all claims arising out of use of the Images for the purposes described above, including any claims for libel, invasion of privacy or other tortious act.

Having read the foregoing and knowing these facts, and in consideration of the acceptance of my Event entry, TO THE FULLEST EXTENT OF THE LAW, I, FOR MYSELF, MY NEXT OF KIN, MY HEIRS, ADMINISTRATORS AND EXECUTORS (COLLECTIVELY, "RELEASORS"), HEREBY RELEASE AND HOLD HARMLESS AND COVENANT NOT TO FILE SUIT AGAINST (I) THE HUMMINGBIRD FESTIVAL, ITS DIRECTORS, OFFICERS, VOLUNTEERS, AGENTS AND EMPLOYEES; (II) ITS PARTICIPATING NETWORK PARTNERS; (III) ANY EVENT SPONSORS; AND (IV) ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH THIS EVENT, INCLUDING BUT NOT NECESSARILY LIMITED TO THE VENUE OWNER (COLLECTIVELY, THE "RELEASEES") FOR ANY INJURY OR DAMAGES I MIGHT SUFFER IN CONNECTION WITH MY PARTICIPATION IN THE EVENT. THIS RELEASE APPLIES TO ANY AND ALL LOSS, LIABILITY OR CLAIMS THAT I OR MY RELEASORS MAY HAVE ARISING OUT OF MY PARTICIPATION, INCLUDING, BUT NOT LIMITED TO PERSONAL INJURY OR DAMAGE SUFFERED BY ME OR OTHERS, WHETHER SUCH LOSSES, LIABILITIES OR CLAIMS BE CAUSED BY FALLS, CONTACT WITH AND/OR THE ACTIONS OF OTHER PARTICIPANTS, CONTACT WITH FIXED OR NONFIXED OBJECTS, CONTACT WITH ANIMALS, CONDITIONS OF THE EVENT PREMISES, NEGLIGENCE OF THE RELEASEES, RISKS NOT KNOWN TO ME OR NOT REASONABLY FORESEEABLE AT THIS TIME, OR OTHERWISE. THIS RELEASE APPLIES EVEN THOUGH THE CLAIM OR LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASEES.

This agreement shall be construed under the laws of the state in which the Event is held. In the event any provision of this Release is deemed unenforceable by law, (i) The Hummingbird Festival shall have the right to modify such provision to the extent necessary to be deemed enforceable, and (ii) all other provisions of this Release shall remain in full force and effect. I understand that I have given up substantial rights by signing this Release, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

I AGREE THAT ANY AND ALL REPRESENTATIONS MADE AND RELEASES, WAIVERS, COVENANTS, CONSENTS AND PERMISSIONS GIVEN BY ME HEREUNDER ARE GIVEN ON BEHALF OF ME AND ANY AND ALL OF MY MINOR CHILDREN OR PERSONS OVER WHOM I HAVE GUARDIANSHIP PARTICIPATING IN OR ATTENDING THE EVENT.

Signature: \_\_\_\_\_