



**CREWE OF BOBBIE C DAVIS, INC.**

**GUEST INDEMNITY**

**RELEASE AND WAIVER AGREEMENT**

The undersigned, guest or invitee, of the Crewe of Bobbie C. Davis, Inc. (the "Crewe"), in consideration of and conditioned upon the permission granted by the Crewe to participate with the Crewe in the Crewe's activities associated with \_\_\_\_\_ (the "Event") and access to the Crewe's float before, during and after any Crewe activity, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, hereby waives, releases and forever discharges the Crewe and all Sponsors participating in the "Event", their subsidiaries, affiliates, and all of the aforesaid's respective members, officers, directors, agents and employees (collectively, the "Released Parties"), from any and all liability, claims, demands, obligations, expenses, actions and causes of action whatsoever against the Released Parties arising out of or related in any way to any property damage, personal injury, including death, or any other loss, damage or injury sustained by the undersigned as a result of participation by the undersigned in the "Event".

The undersigned represents and warrants that he or she is fully aware of the risk and hazards inherent in participating in the "Event", and hereby elects voluntarily to engage in such activity. The undersigned hereby voluntarily assumes all risk of loss, damage, or injury, including property damage, personal injury and death, which may be sustained by the undersigned while participating in the "Event".

The undersigned further acknowledges and agrees not to institute, commence or maintain against any one or more of the "Released Parties", at any time, any action at law or in equity or any civil proceeding in any court of the United States or of any State or otherwise for any cause or damage whatsoever arising out of or in any way related to the participation by the undersigned in the "Event" as set forth herein above.

The undersigned further agrees to defend, indemnify, and save harmless (including attorneys' fees) the "Released Parties" from and against any and all claims and/or liability related to the undersigned in any way related to the "Event".

This release and indemnity agreement shall be binding upon the executors, heirs, next of kin, personal representatives, executors and administrators of the undersigned.

This release agreement shall extend to all claims, demands and causes of action whatsoever arising wholly or in part from any act or omission of the "Released Parties", their members, officers, directors, agents and employees or any one or more of them.

The undersigned agrees to pay all costs and attorneys' fees incurred by any party in enforcing this agreement.

In signing the foregoing agreement, the undersigned hereby acknowledges and represents that he/she is over 21 years of age and of sound mind.

In witness whereof, the undersigned has duly executed this agreement this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Printed Name: \_\_\_\_\_

Sponsoring Member: \_\_\_\_\_

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