

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, ("Participant"), acknowledge that I have voluntarily agreed to participate in the following activities at The Old West End Festival (the "Festival"):

King Wamba Carnival Parade.

(Description of activities, which Participant will engage in)

I AM AWARE THAT THESE ACTIVITIES MAY BE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I FUTHER UNDERSTAND THAT I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____

Parent or Guardian's initials (if under 18): _____

As consideration for being permitted by the Festival to participate in these activities and use the Festival premises and facilities, **I forever release and indemnify the Festival, the Old West End Association, The King Wamba Carnival Parade and any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I further certify that all canines under my ownership or control have a current certification of rabies vaccination and are properly insured and licensed under the laws of the State of Ohio and Lucas County. **I agree that I will indemnify and hold harmless the Festival, the Old West End Association, The King Wamba Carnival Parade and any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that result, either directly or proximately, from the negligent training, handling or supervision of all canines under my ownership or control.**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FESTIVAL, THE OLD WEST END ASSOCIATION, THE KING WAMBA CARNIVAL PARADE AND ANY AFFILIATED ORGANIZATION, AND SIGN IT OF MY OWN FREE WILL.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

Executed at Toledo, Lucas County, Ohio this _____ day of June, 2010.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature

Address: _____

Signature

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.