



## **RELEASE OF CLAIMS AND ASSUMPTIONS OF LIABILITY FOR VOLUNTEER**

I hereby, for myself and my heirs, administrators, and assigns, release, acquit, and forever discharge and hold Festival in the Park and its directors, employees, agents, successors, and assigns (the “Released Parties”), harmless of and agree to indemnify the Released Parties for any and all actions, causes of action, claims, demands, damages, costs, expenses (including the costs of litigation, specifically including reasonable attorneys fees), third party actions, suits at law and in equity, and all direct, consequential, special, punitive, and other damages of every description, from, on account of, or growing out of my or, if applicable, my minor child’s or ward’s, service as a volunteer or otherwise at Festival in the Park, whether such claims and actions are brought pursuant to injury, death, or property damage to me or, if applicable, my minor child or ward, and whether based on the negligence of the Released Parties or otherwise. I hereby certify that I am an adult and have the full right and lawful authority to execute this release of claims and assumption of liability for myself or, if applicable, that I have the authority to grant this release on behalf of my said minor child or ward. In signing this release, I fully recognize that if anyone is hurt or property is damaged while I am engaged in volunteer activities for Festival in the Park, I will have no right to make a claim or file a lawsuit against the Released Parties. Should it become necessary for the Released Parties or someone on the Released Parties’ behalf to incur attorneys’ fees and costs to enforce this release or any portion hereof, I agree to pay such person’s reasonable costs and attorneys’ fees thereby expended, or for which liability is incurred. This release of claims and assumptions of liability contains the entire agreement between Festival in the Park and the undersigned and the terms hereof are contractual and not a mere recital.

I certify that I have read and understand the entire contents hereof and hereby sign this release of claims and assumption of liability as my own free and voluntary act, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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Name of Volunteer

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Name of Parent or Legal Guardian, if applicable

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Signature of Volunteer, or if a minor, of Parent or Legal Guardian