

WAIVER, INDEMNITY, RELEASE AND ASSUMPTION OF LIABILITY

The undersigned, in consideration of (i) permission to participate and join in a Mardi Gras Parade held, run, organized and/or supervised by The Bayou Mardi Gras Association (“TBMGA”) and to participate in related activities including the preparation of and riding on floats; (ii) permission to participate in said activities on the public streets of New Iberia, Louisiana; and (iii) any related services provided by The Bayou Mardi Gras Association; the receipt of said consideration being hereby acknowledged, I, for myself and any minor children for whom I am a parent, legal guardian or otherwise responsible, and for my heirs, spouse, personal representatives or assigns (the “Releasing Parties”) do hereby enter into this agreement in favor of TBMGA, its Directors, Officers, Shareholders, Members, Contractors, Agents, Representatives, Sponsors, Licensees, Servants, Volunteers, Employees and Affiliates (collectively referred to as the “BAYOU MARDI GRAS ASSOCIATION PARTIES”).

1. **ACKNOWLEDGEMENT.** The Releasing Parties acknowledge that any of the Releasing Parties’ participation in the Mardi Gras Parade activities is voluntary, and entails both known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to the Participants, to property or to third parties. The Releasing Parties understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Some, but not all, of the risks of participating in the Sessions include: musculoskeletal injuries; exposure to harsh weather, lighting, variances and extremes of wind, weather and temperature, collision with other vehicles, floats or fixed objects; equipment failure or operator error, and other risks and hazards. Furthermore, the Bayou Mardi Gras Association Parties have difficult jobs to perform and while safety is a top priority, they are not infallible. Their organizers and assistants may be unaware of a participant’s level of fitness or abilities, they might misjudge the weather, the elements, or the terrain, they may give inadequate warnings or instructions, and the equipment being used might malfunction. The Releasing Parties’ expressly agree and promise to accept and assume all of the risks existing in the activities of the Bayou Mardi Gras Association Parties, whether identified or not. The Releasing Parties are duly aware of the risks and hazards inherent in these activities. The Releasing Parties represent that they, are in good physical condition and have no medical or physical conditions which could interfere with the Releasing Parties’ safety in participating in these activities or else that Releasing Parties are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. The Releasing Parties certify that they have adequate insurance to cover an injury or damage the Releasing Parties may cause or suffer while participating, or else the Releasing Parties agree to bear the costs of such injury or damage themselves. The Releasing Parties expressly agree and voluntarily assume all hazards and all risks of loss, damage or injury, including death that may be sustained by the Releasing Parties or to any property arising out of or in connection with the Premises or the parade related activities.
2. **RELEASE, WAIVER AND INDEMNIFICATION.** The Releasing Parties hereby voluntarily release, waive their right to sue, forever discharge, and agree to indemnify and hold harmless The Bayou Mardi Gras Association Parties from and against any and all liabilities, claims, injuries, losses, damages, expenses, demands, actions, and causes of action of whatsoever kind or nature arising out of or related to any such loss, damage, or injury, including death, etc., that may be sustained by the Releasing Parties for whatever reason while so participating in the Parade related activities whether as a result of negligence of any or all of The Bayou Mardi Gras Association Parties and/or for any other reason or cause. Should the Bayou Mardi Gras Association Parties be required to incur attorneys’ fees and costs to enforce this agreement, the Releasing Parties agree to indemnify and hold them harmless of all such fees and costs.
3. **COMPLIANCE WITH RULES.** The Releasing Parties agree to follow all rules and instructions given in connection with the parade activities, to situate themselves on floats below the height of any overhanging tree limbs or utility lines; to anticipate sudden starts, stops and jerking which is normal in the operation of parade floats and to hold on to fixed portions of floats in order to avoid falling or other injury a result of sudden starts and stops.
4. **PHOTO/VIDEOS.** The Releasing Parties agree that any photos or videos (electronic, film or digital) taken of the Releasing Parties or in which the Releasing Parties may appear may be used for any purpose, including publicity and commercial marketing and advertisement by The Bayou Mardi Gras Association and this agreement evidences my consent to such use.
5. **JURISDICTION AND VENUE:** In the event that the Releasing Parties file a lawsuit against any of the Bayou Mardi Gras Association Parties, the Releasing Parties agree to do so solely in the state court having jurisdiction in Iberia Parish, Louisiana and agree to such jurisdiction and venue. The Releasing Parties further agree that the laws of the State of Louisiana shall apply in any such action without regard to the conflict of law rules of the State of Louisiana. The Releasing Parties agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
6. **AUTHORIZATION.** In signing the foregoing agreement, the Releasing Parties hereby acknowledge and represent that they have read the foregoing release, they understand it and agree to it voluntarily, that they are 18 years of age or older and are sound of mind, or being less than 18 years of age have cosigned with parent or guardian, as the case may be. The Releasing Parties hereby acknowledge and agree that if they are signing this agreement on behalf of any minor child for whom they are a parent, legal guardian or otherwise responsible, such child, including its heirs, spouse, personal representatives or assigns shall be bound by this agreement.
7. **AGREE TO BE BOUND.** The Releasing Parties have had sufficient opportunity to read this entire agreement. The Releasing Parties have read and understood this agreement, and agree to be bound by its terms.

Participant Information (Please Print)		Emergency Contact Information (Please Print)	
Participant’s Full Name:		Contact Name:	
Participant’s Signature:		Contact Phone:	
Witness Name:			
Witness Signature:		Contact Name:	
Phone:		Contact Phone:	
Email:			
If under 18, Date of Birth:			
Parent/Guardian Name:		Parent/Guardian Signature:	

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in the Bayou Mardi Gras Parade to be held on January 26, 2024 in New Iberia, Louisiana, in consideration of the City of New Iberia, The Bayou Mardi Gras Association, Arceneaux Ford, Inc. and Musson-Patout Automotive Group, Inc. co-sponsoring the Bayou Mardi Gras Parade, and as consideration for the right to participate in the Bayou Mardi Gras Parade, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Bayou Mardi Gras Parade, and do hereby release and forever discharge the sponsors of the City of New Iberia, The Bayou Mardi Gras Association, Arceneaux Ford, Inc. and Musson-Patout Automotive Group, Inc. and their respective officials, officers, directors, members, shareholders and employees, the volunteer drivers of the vehicles driving in the Bayou Mardi Gras Parade and any of the insurers, staff, volunteers, heirs, representatives, predecessors, successors and assigns of any of the foregoing (hereafter referred to collectively as the "Released Parties"), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Bayou Mardi Gras Parade, including travelling to and from an event related to the Bayou Mardi Gras Parade. I am voluntarily participating in the Bayou Mardi Gras Parade entirely at my own risk. I am aware of the risks associated with participating or riding in the Bayou Mardi Gras Parade, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel or the conditions of the Bayou Mardi Gras Parade location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in the Bayou Mardi Gras Parade, including travel to, from and during the Bayou Mardi Gras Parade. Furthermore, I agree to indemnify and hold harmless the Released Parties against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf.

I acknowledge that I have carefully read this "WAIVER AND RELEASE OF LIABILITY" and fully understand that it is a release of liability. I expressly agree to release and discharge the Released Parties from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring legal action against the Released Parties for personal injury or property damage. To the extent that state or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Released Parties. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

Signature & Date: _____

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____

Signature & Date: _____