



The Yogurt Shoppe

Pacific Palisades, CA.
Brentwood, CA.

Pacific Palisades Fourth of July Parade ~ Tuesday, July 4, 2023

Waiver, Release and Indemnity Agreement for Kids On Bikes/Wheels Participant

In consideration for being permitted to participate in activities in connection with the 2023 Pacific Palisades July 4th Parade (the "Parade") and, specifically, the Kids On Bikes group entry (including kids on scooters and other wheeled transportation, all of which are jointly referred to as "Kids on Bikes"), sponsored by happy 1013 LLC doing business as The Yogurt Shoppe ("TYS") in the Parade presented by the non-profit Palisades Americanism Parade Association (PAPA), the undersigned:

1. Represents and warrants that s/he is/they are participating in the Parade voluntarily, understands that the use of a helmet is required at all times, and hereby releases, waives, discharges and covenants not to sue PAPA or TYS, their respective officers, agents (including parade coordinator Pageantry Parades), employees, representatives or volunteers, as well as PAPA's other sponsors or donors (hereinafter collectively referred to as the "Releasees") from all liability to the undersigned, his/her/their personal representatives, assigns, heirs and next of kin for any loss, damage, or claim therefor because of injury to the person or property of the undersigned participant, whether caused by any negligent act or omission of the Releasees or otherwise, while the undersigned is participating in the Parade or in activities in connection with the Parade or organized by the Releasees. This release includes all claims relating to the undersigned's participation in the Parade or related activities, arising before now and through the end of July 4, 2023.

2. Grants to TYS and PAPA, as well as their respective successors, licensees and assigns the irrevocable right (but not the obligation) to record, exhibit, uplink or display or otherwise use my name, likeness, photograph, voice, video recording or biographical data (a) in connection with the Parade, and (b) in materials used to advertise, promote and otherwise publicize the Parade and events relating thereto occurring on July 4th.

3. Agrees to indemnify, defend, protect, and hold harmless Releasees from and against all liabilities, claims, losses, damages, demands, causes of action, charges, expenses, and attorneys' fees resulting from participant's involvement or actions while participating in the Parade or in activities in connection with the Parade, whether or not caused by any negligent act or omission by the Releasees or their respective officers, agents, employees, representatives, volunteers, or otherwise.

SIGNED _____ DATE: _____
(Participant signature)

PRINT PARTICIPANT NAME: _____

If the PARTICIPANT IS A **MINOR**, his or her/their custodial parent or legal guardian must also read and execute this agreement below:

I hereby represent and warrant that I am the legal guardian or custodial parent of _____, who is a minor, and agree, on my own and on said minor's behalf to the terms and conditions of the foregoing agreement and further agree to accompany said minor throughout their participation in the Parade, including during the line-up period through the end of their participation in the Parade.

SIGNED _____ DATE: _____
(Participant signature)

PRINT NAME: _____

E MAIL (please print): _____

PHONE: (cell) (_____) _____ PHONE: (home) (_____) _____