

ASPEN 4TH OF JULY CELEBRATION & STATIONARY PARADE

INSURANCE LIABILITY AGREEMENT and WAIVER AND INDEMNITY AGREEMENT

The undersigned organization has elected to participate in the **ASPEN 4TH OF JULY CELEBRATION & STATIONARY PARADE** sponsored by the City of Aspen and Aspen Chamber Resort Association (“ACRA”).

In consideration for City of Aspen and ACRA allowing the undersigned to participate in the festivities, the undersigned has read, understood, and willingly agreed to the terms of this **INSURANCE LIABILITY AGREEMENT and WAIVER AND INDEMNITY AGREEMENT** (collectively referred to herein as “RELEASE”).

INSURANCE LIABILITY AGREEMENT

Participants are required to carry insurance adequate to cover any liability for damage, injury, economic loss, or other liability that may be incurred by individuals and/or organizations during the Fourth of July parade. All participants agree to carry such insurance, and also agree not to submit any claim against the insurance of City of Aspen, ACRA and/or any other sponsors of the parade, their officers, directors, agents, shareholders, employees, or anyone else directly or indirectly connected with production of the parade.

WAIVER AND INDEMNITY AGREEMENT

The undersigned understands the potential dangers that could be encountered in participating in the Fourth of July parade. The dangers include, among other things, dangers relating to vehicular and pedestrian traffic; crowds of persons in close proximity to such traffic; animals that may react unpredictably in a parade environment; celebration and recreational activities; loud and unexpected noise; items that may be thrown to and from the crowd in connection with the parade; and other dangers traditionally associated with parades.

Understanding those risks, the undersigned for itself and for all persons who the undersigned invites or allows to participate in the parade with the undersigned, does hereby agree to indemnify, hold harmless, and release City of Aspen, ACRA and/or any other sponsors of the parade, their officers, directors, agents, shareholders, employees, and anyone else directly or indirectly connected with production of the parade from any and all liability, claims, demands, actions, or rights of action (including attorneys’ fees and costs) that are related to or are in any way connected with the undersigned’s participation in the parade. By signing this RELEASE, the undersigned intends to extinguish any and all liability and to indemnify against any loss on the part of City of Aspen, ACRA and/or any other sponsors of the parade, their officers, directors, agents, shareholders, employees, and anyone else directly or indirectly connected with production of the parade for any injury or damage of any nature (without regard to negligence or fault) to the undersigned and to all persons who the undersigned invites or allows to participate in the parade.

The undersigned warrants and represents that it will not invite or allow any person to participate in the parade unless such person is bound to the terms of this RELEASE. To that end, the undersigned agrees that it shall take any steps necessary to secure agreement of such persons to the terms of this RELEASE, and that it shall be deemed a responsible person within the meaning of C.R.S. § 13-22-107 and § 19-1103(94) for all children who the undersigned invites or allows to participate in the parade.

I am the official representative of the undersigned organization. On behalf of the organization, I acknowledge our responsibilities as set forth above. I also accept on behalf of the organization all of the terms and conditions of this **INSURANCE LIABILITY AGREEMENT and WAIVER AND INDEMNITY AGREEMENT**.

Signature of Official Organization Representative

Printed Name

Date