

2020 LOUISA STREET FESTIVAL WAIVER AND RELEASE

In consideration of the risk of injury while participating in Louisa Street Festival (the "Activity"), and in consideration of the right to participate in the Activity, I, the undersigned participant (the "Participant"), hereby, for myself, my company, my successors and assigns, including without limitation my heirs, executors, administrators, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and do hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge the Louisa County Chamber of Commerce (LCCC) & the Town of Louisa, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any and all damages and physical or psychological injury, including but not limited to illness, paralysis, death, monetary damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned activity and I am participating in the activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this activity, 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 condition of the activity location(s). Nonetheless, I assume all risks, both known or unknown to me, related to my participation in this activity, including travel to, from and during this activity.

I agree to, and do hereby, indemnify and hold harmless the LCCC & the Town of Louisa 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 by anyone else acting on my behalf. If the LCCC & the Town of Louisa incurs any of these types of expenses, I agree to promptly reimburse the LCCC & the Town of Louisa.

I acknowledge that the LCCC & the Town of Louisa and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the LCCC & the Town of Louisa. I acknowledge that this activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.



I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE the LCCC AND THE TOWN OF LOUISA AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, 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 A LEGAL ACTION AGAINST LCCC AND/OR TOWN OF LOUISA FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent that applicable law does not prohibit releases for negligence, I expressly release the LCCC and the Town of Louisa for any liability arising from negligence on the part of the LCCC & the Town of Louisa, its agents, and employees. 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.

In the event that any damage to equipment or facilities occurs as a result of my, my company's, my agent's or my family's willful actions, negligence or recklessness, I acknowledge and agree to be held liable for any and all costs associated with all such actions, negligence and/or recklessness.

In the event that any provision contained within this Waiver and Release of Liability shall be determined by a court of competent jurisdiction to be invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not materially impair the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I affirm that I am of the age of 18 years or older, that I have full authority to enter into this Waiver and Release and that I am freely accepting all portions of this waiver, without coercion and that it is to be interpreted as an agreement between equal parties. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am fully aware that this is a release of liability.

Signature

Date

Printed Name

Company

