



ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT

_____, the Participant, as also identified in the attached Indemnity and Rules of Participation Agreement, warrants that it has made efforts but has been unable to obtain and provide to the Township a certificate of insurance as required by the Agreement. The Township acknowledges that pursuant to SOP Number 2013-01, it has the discretion to accept this Agreement where a Participant is unable to provide a certificate of insurance or copy of personal insurance in accordance with the Agreement.

Accordingly, the Participant agrees as follows:

1. The Participant assumes full responsibility for and risk of any and all Claims;
2. The Participant releases and discharges the Township from any and all Claims made by or on behalf of Participant and covenants not to sue the Township in respect thereof;
3. The Participant agrees to remise, release and forever discharge, waive and save harmless, protect and keep indemnified and hold harmless the Township, from any and all Claims made by or on behalf of Participant;
4. The Participant agrees to remise, release and forever discharge, waive and save harmless, protect and keep indemnified and hold harmless the Township, from any and all Claims made by or on behalf of others, including without limitation invitees, licensees, participants and spectators ; and
5. The Participant represents and warrants that the following statements are true:
 - (a) The Participant is authorized to enter into this Agreement;
 - (b) The Participant has read, understood and freely signed this Agreement; and
 - (c) No verbal representations, statements or inducements regarding the Parade have been made by the Township except as contained in this Assumption of Risk, Release and Indemnification Agreement and the Indemnity and Rules of Participation Agreement.
6. As used in this Agreement, the following terms shall have the following meanings, unless the context requires otherwise.
 - (a) **“Township”** means the Corporation of the Township of King, its Council members, officers, agents, employees, sureties, insurers and volunteers, and their respective successors and assigns, principals and contractors;
 - (b) **“Claims”** means all liability, damages, losses, causes of action, claims, lawsuits, judgements, expenses and compensation whatsoever, including legal fees and litigation expenses, arising out of or in any way related to the Participant’s participation in the Parade event, including without limitation, those resulting from personal injury (including death) or property damage;



- (c) **“Parade”** means the Nobleton Victoria Day Parade sponsored by the Township and taking place on Monday, May 20, 2019; and
- (d) **“Participant”** means the person or organization on whose behalf this Agreement is signed, together with its participants, stockholders, members, officers, directors, agents, employees, sureties, insurers, heirs and assigns, personal representatives, principals and contractors.

Name of Participant:

(Print Name)

By:

(Authorized Signature)

Print Name _____

Title _____

Date: _____

(Authorized Signature)

Print Name _____

Title _____

Date: _____