

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
FOR**

**Mobile Alabama Pride, Inc.  
Pride Fest 2010**

1. In consideration for receiving permission to participate in the PRIDE FEST 2010 FESTIVAL, I (we) hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Mobile Alabama Pride, Inc. their officers, agents, servants or employees (herein referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me. WHETHER CAUSED BY THE NEGLIGENCE OF THE RELESEES, or otherwise, while participating in such activity, or while in, or upon the premise where activity is being conducted.
2. I am fully aware of the unusual risk involved and hazards connected with the activity, including but not limited to the risks as noted herein. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damages or cost, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. I understand that Mobile Alabama Pride, Inc. does not maintain any insurance policy, other than fleet insurance coverage, covering any circumstances arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
5. I understand that Mobile Alabama Pride, Inc. will not be responsible for any Medical Costs associated with an injury that I may sustain.
6. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Alabama.
7. In SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act or deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
(Signature)