



Parade Advertising and Participation Terms and Conditions

1. Participation; No Liability. As an entrant and participant in the Lake Bluff 4th of July parade (“*Parade*”), I hereby acknowledge and agree that there are certain risks of injury associated with my participation in the Parade. I agree to assume the full risk of any injuries, damages or losses that I may sustain as a result of any and all activities connected with my participation in the Parade. I further acknowledge and agree that neither the Lake Bluff 4th of July Committee or the Village of Lake Bluff are or shall be in any way liable for any injuries, damages, or losses that I may sustain as a result of my participation in any activities connected with the Parade. I hereby waive and relinquish all claims I may have now or in the future against the Lake Bluff 4th of July Committee, the Village of Lake Bluff or their respective elected or appointed officials, officers, employees, agents, representatives and attorneys in connection with my participation in the Parade (collectively, “*Indemnities*”). “I,” “my” and other personal pronouns mean and refer to the person or entity that has submitted the Parade Form (as hereafter defined). “Parade Form” means, collectively and singly, the form titled “Parade Entry,” and the form titled “Parade Book Advertising.” For purposes of this agreement and certification, participation in the Parade includes, but need not consist of, all of the following: physical presence as a part of the Parade, advertising and providing donations.

2. Release. As an entrant and participant in the Parade, I shall, and do hereby, release each and all of the Indemnities from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including without limitation reasonable attorneys’ fees and litigation costs incurred by the Indemnitees in connection therewith) that may arise from or in connection with my participation in the Parade.

3. Indemnification. I hereby agree to indemnify and hold harmless each of and all of the Indemnities from and against, and if requested by one or more of the Indemnities, to defend against, by engaging counsel acceptable to each of the Indemnities in question, any and all liabilities, losses, claims, demands, liens, damages, penalties, fines, interest, cost, and expenses (including without limitation reasonable attorneys’ fees incurred or suffered by any one or more of the Indemnities), and whether for any and all loss of life, injury to persons, damage to property or otherwise, that is directly or indirectly attributable to or arises out of or in connection with my participation in the Parade.

4. Advertising Policies and Practices. You agree not to order any advertising that in any way is fraudulent or involves the sale or offer of anything illegal; that is false, inaccurate or misleading; that creates liability for or that could be anticipated to provide a basis for any claim against the Lake Bluff 4th of July Committee or its affiliates; that violates any law, statute, ordinance or regulation; that discriminates on the grounds of race, religion, national origin, gender, disability, age, marital status, sexual orientation, familial status, color, ancestry, source of income, housing status or military discharge status; that is damaging, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, hateful or invasive of another's privacy; that misrepresents you or any other person or entity in any way; that infringes any copyright, patent, trademark, trade secret, or

other proprietary rights or rights of publicity or privacy of any person or entity; that is about, of, or concerning any person or entity other than yourself; that contains or constitutes any spam, scam or unsolicited promotional information; that contains or constitutes software viruses or any other code, data, files, information, content or matter of any kind that is damaging to computers or to the operation of the www.LB4July.org website or online publications.

5. License. You hereby grant to the Lake Bluff 4th of July Committee and its affiliates an irrevocable royalty-free, perpetual and world-wide license to use any one or more of your name, image, likeness and advertising content submitted by you in connection with the redistribution of the advertising in any form or manner, and you hereby covenant, warrant and represent that the exercise of that license shall not cause you to be in violation of any agreement or other obligation, or cause you or the Lake Bluff 4th of July Committee to infringe upon any rights of any other person or entity.

6. Honorarium Payment. In the event (a) the committee has agreed to honor your request for an honorarium payment and (b) your entire group is not present at the start of the parade, then the committee reserves the right, in its sole discretion, to reduce your honorarium payment.

7. Consideration; Entire Agreement. You hereby acknowledge and agree that your promises and statements set forth herein have been made for good and valuable consideration, the receipt and sufficiency of which are also hereby acknowledged. You hereby acknowledge and agree that these terms and conditions are binding on you and constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications of the parties dealing with such subject matter, whether oral or written. No other promise, agreement, understanding or representation concerning such subject matter will be binding unless made in writing and signed by the parties hereto. All amendments to this agreement must be in writing and signed by all of the parties hereto. Each party hereby acknowledges that, with the exception of any representations expressly set forth in this agreement, it has not relied upon any representations made by the other party.