



Indian Trail Improvement District and Acreage Landowners Association's Sleepy Hollow Halloween Parade

Rules and Regulations:

1. No masks shall be worn by the driver of the "float"
2. No alcohol or smoking is allowed on or in any parade unit including "floats", towing vehicles, or on the parade route. Consumption of or possession of alcoholic beverages, drugs, or firearms, is prohibited during parade participation. Possession of such items will result in immediate removal from the parade.
3. This is an evening parade. All entries must incorporate lighting elements. Entries should consider also incorporating music, themes (Sleepy Hollow Halloween), and other fun Halloween decorations. Vulgar decoration and music with explicit language is prohibited. (Consider treating this event as a PG13 rating.)

This is to certify that _____ (the participant) and their party as indicated below * hereby agrees to waive, release, absolve, and covenant not to sue **Indian Trail Improvement District**, including any of its officers, employees, volunteers, organizers, sponsors, participants, representatives, and agents, for any and all claims, including claims for equitable or injunctive relief, actions, damages, loss or injury of any kind including personal injury, bodily injury, death, and property damage, liabilities, and expenses, including reasonable attorneys' fees and costs, in connection with or arising from my entry, participation and/or travel in any activities of any kind in any way connected to **The Indian Trail Improvement District Sleepy Hollow Halloween Parade**. This release includes a release for any and all losses or injuries arising out of any and all negligent or wrongful acts or omissions of **Indian Trail Improvement District**, including any of its officers, employees, volunteers, organizers, sponsors, participants, representatives, and agents specifically concerning or arising out of any activities of any kind and in any way connected to **The Indian Trail Improvement District Sleepy Hollow Halloween Parade**, including any risk or hazard in transportation associated with participation.

I further agree to assume liability for and indemnify, hold harmless, and **defend Indian Trail Improvement District**, including any of its officers, employees, volunteers, organizers, sponsors, participants and agents of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind of nature, including claims for personal injury, property damage, relief, or loss of use, arising out of my entry, participation and/or travel in any activities of any kind in any way connected to **The Indian Trail Improvement District Sleepy Hollow Halloween Parade** whether or not due to or

caused by the negligence of **Indian Trail Improvement District**, including all of its officers, employees, volunteers, organizers, sponsors, participants, representatives and agents. The obligations contained in this provision shall survive the termination of this Agreement and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the Indian Trail Improvement District may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN: READ THIS FORM COMPLETELY AND CAREFULLY:

- YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY
- . YOU ARE AGREEING THAT, EVEN IF INDIAN TRAIL IMPROVEMENT DISTRICT USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED.
- BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER INDIAN TRAIL IMPROVEMENT DISTRICT IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY.
- YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND INDIAN TRAIL IMPROVEMENT DISTRICT HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

By signing this Agreement, I agree to abide by all rules and policies set forth by Indian Trail Improvement District, as it relates to **The Indian Trail Improvement District Sleepy Hallow Halloween Parade**. I understand that Indian Trail Improvement District may change or modify the rules and policies as needed for **The Indian Trail Improvement District Sleepy Hallow Halloween Parade**. If any portion of this Agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect. Please read carefully before signing. This Waiver, Release & Hold Harmless Agreement is signed of my own free act and will.

Signature of Participant

Date

****Printed names of all party’s participants:**
