



AGREEMENT, WAIVER, RELEASE, AND DISCHARGE

By signing below, I hereby voluntarily assume any and all risk, including injury to my person and/or my minor child as listed below, and/or my property, which may be caused by my participation and/or caused by my minor child's participation in riding and/or any other activity pertaining to involvement with the Krewe of Andres De Pez, Inc., a Florida non-profit corporation. I understand that riding and/or any other activity pertaining to involvement with the Krewe of Andres De Pez, Inc. may involve hazardous activity which may result in bodily injury. I acknowledge and understand that I can refuse to participate in riding and/or any other activity pertaining to involvement with the Krewe of Andres De Pez, Inc., and that my participation and/or my minor child's participation in the above-mentioned activities is purely voluntary on my part.

I acknowledge that the permission granted to me and my minor child by the Krewe of Andres De Pez, Inc. to engage in riding and/or any other activity pertaining to involvement with the Krewe of Andres De Pez, Inc. constitutes valuable consideration. In consideration for the Krewe of Andres De Pez, Inc. allowing me or my minor child to participate in the above-mentioned activities, I hereby release, waive and discharge the Krewe of Andres De Pez, Inc., their agents, attorneys, directors, officers and members from any and all claims, demands, damages and causes of action of any nature whatsoever which I, my minor child, my heirs, assigns or successors may have against any of them for, on account of, or by reason of, my or my minor child's participation in the above-mentioned activities.

I further agree to defend, indemnify and hold harmless the Krewe of Andres De Pez, Inc., its agents, attorneys, directors, officers and members from any and all claims, demands, damages and causes of action of any nature stemming from my or my minor child's own actions, omissions, or negligence.

This Agreement, Waiver, Release, and Discharge is to be governed by Florida state law. It is understood that this Agreement, Waiver, Release, and Discharge is intended to be as broad and inclusive as is permitted pursuant to Florida state law, and that if any portion of this Agreement, Waiver, Release, and Discharge is ruled invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality and enforceability of any other provision thereof.

I acknowledge that the Krewe of Andres De Pez, Inc., is a non-profit corporation and a private club pursuant to 23 U.S.C. § 501(c) and 42 U.S.C. § 2000e(b), and is

therefore exempt from certain federal and state laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12181 et. seq., pursuant to 42 U.S.C. § 12187.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM EXPRESSING MY INTENTION TO WAIVE VALUABLE LEGAL RIGHTS THAT I OR MY MINOR CHILD NOW POSSESS OR MIGHT POSSESS IN THE FUTURE. I HAVE READ AND VOLUNTARILY SIGN THIS AGREEMENT, WAIVER, RELEASE AND DISCHARGE OF LIABILITY, and further agree that no representations, statements, or inducements apart from this written agreement have been made.

Participant's Signature

Participant's Printed Name Date

Child's Full Name Date of Birth

Child's Full Name Date of Birth

Child's Full Name Date of Birth

Child's Full Name Date of Birth