

**Participation Agreement- Sunny South Guards Re-enactment**

**RELEASE, Assumption of the Risk, and Hold Harmless Agreement.**

I desire to participate in the Re-enactment of the Presentation of Colors Event held under the auspices of the Tampa Bay Sesquicentennial Commission on September 17, 2011, and in consideration of the opportunity to participate in the same,

I, \_\_\_\_\_ voluntarily acknowledge and agree to the following:

**A. Acknowledgments:**

- a. I am at least 18 years of age, and otherwise competent to sign this Agreement.
- b. Participation in any event has inherent dangers requiring skill, concentration and attention of all participants. I understand that no amount of care, caution, instruction, or expertise can completely eliminate such dangers.
- c. As a requirement of my participation, I agree to be directed by the persons placed in charge of various aspects of this event and acknowledge their authority, and the authority of any rules or regulations issued for the conduct of the event. I will accept whatever role or level of participation which I may be assigned, and I will cooperate to the best of my ability. I agree to abide by the Code of Conduct. I understand that violation of this Code is grounds for immediate dismissal from participation.

**B. Identifications:**

a. Released Parties: The Released Parties as identified in this Agreement are:

- 1. The Tampa Bay Sesquicentennial Commission.
- 2. The Mainstreet Properties LLC
- 3. The United Daughters of the Confederacy, and its component Chapters, Divisions, and National

organizations.

4. The Sons of Confederate Veterans, and its component Camps, Divisions, and National organizations.

5. The re-enacting groups

Released Parties include the members, owners, employees, officers, directors, principals, parents, subsidiaries, affiliates, associated corporations, agents, partners, heirs, legal representatives, sponsors successors and assigns of any of the entities identified above.

b. The Event is the Re-enactment of the Presentation of Colors to the Sunny South Guards, September 17, 2011, and shall include my travel to and from the location of the Event.

**C. Release, Covenant Not to Sue, Assumption of Risk, and Hold Harmless.**

- a. I release, waive, and discharge the Released Parties, to the full extent allowed by law, from any and all liability, claims, demands, damages, or causes of action for injury, however caused, even if caused by the negligence, in whole or in part, and in any form, of the Released Parties.
- b. I expressly and voluntarily assume the risk of injury, to the full extent allowed by law, for any injury, or damage, however caused, even if caused by the negligence, in whole or in part, and in any form, of the Released Parties.
- c. I will not sue or make a claim against any of the Released Parties for any injury or damage, and if I violate this agreement by filing such a suit or making such a claim, I will pay all attorney's fees and costs of the Released Parties, notwithstanding any outcome of any litigation.
- d. I will defend, indemnify, and hold harmless the Released Parties from all claims, judgments and costs including attorneys fees (to the limited extent that the defense and indemnity are not otherwise covered by collectible coverage insurance), in the event that someone suffers personal injury, bodily injury, death, or property damage as a result of my negligence, gross negligence, or willful misconduct in connection with the event, or who may sue through any connection to me.
- e. I understand that this Agreement is intended to be as broad and inclusive as permitted by law. If any part is deemed unenforceable, the affected provision shall be limited to that which is required, and the remainder of the Agreement shall continue in full force and effect.

I have read this document, I understand it, and I acknowledge that it constitutes as release of liability an waiver of my legal rights. I agree to assume all risk arising out of this event, so that I can participate.

I recognize that the Event, at its sole discretion, retains the right to remove me or anyone associated with me from the event at any time. I understand that reasons for termination could include failure to comply with rules and regulations of the event, of failure to use judgment at this alcohol-free, family centered community event.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

### PARTICIPANTS CODE OF CONDUCT

To be observed by all participants

1. No alcohol use
2. No disorderly conduct.
3. No profane language.
4. No heckling or disturbance of the Ceremony ( Protestors will be provided a space outside the area of the Event). Scripted and spontaneous applause and huzzahs of approval are permitted.
5. No pets
6. Participants in this event will refer to the military conflict of 1861-65 as "The War Between The States".
7. Participants will refrain from addressing media, or make statements, or answer questions of media persons without specific permission of Event authorities.

I agree to the above Code of Conduct as minimum appropriate conduct during this Event.

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Signature