



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 its affiliates (“*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. In consideration of my participation in the Parade, I hereby waive and relinquish all claims I may have now or in the future against the 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,” “me,” “my,” “myself” and other personal pronouns mean and refer to the person and/or entity that has submitted the Parade Form or is deemed to have submitted the Parade Form (as hereafter defined) by virtue of my participation in or advertising associated with the Parade. “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. In consideration of my participation 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, costs, 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. I agree not to design, requisition, create or publish 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 Committee; 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 myself; 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 the www.LB4July.org website or any computer system, network or other device owned, leased, used or operated by the Committee, including any of their respective data or files.

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

6. Payment Terms. I understand and agree that any payment due to me will be made no later than 2 days after the Parade. As a condition precedent to any payment, I will provide the Committee or its designee with a completed IRS Form W-9 or equivalent.

7. Honorarium Payment. In the event (a) the Committee has agreed in writing to honor my request for an honorarium payment and (b) unless otherwise agreed in writing, the Committee determines that my entire group is not present at the start of the parade, then I acknowledge and agree that the Committee is entitled not to pay any or all of the honorarium payment.

8. Consideration; Entire Agreement. I hereby acknowledge and agree that my promises and statements set forth herein have been made for good and valuable consideration, the receipt and sufficiency of which are also hereby acknowledged. I hereby acknowledge and agree that these terms and conditions are binding on me and my affiliates 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.