

2018 Arts In The Dark Parade Participant Release and Waiver of Liability

I, _____ (“Participant”), desire to participate in the 2018 Arts In The Dark Parade, including without limitation pre- and post- activities, (collectively the “Event”). In consideration of being allowed to participate, Participant assumes all risks of damages or injury to Participant, Participant’s property, and to any other person or property that may arise from, is attendant to, or may be associated with participation in the Event. Participant, for him or herself, and Participant’s heirs, legatees, beneficiaries, assigns and representatives, RELEASES, ACQUITS, AND FOREVER DISCHARGES the Chicago Cultural Mile Association, Inc., Broadway In Chicago LLC., LUMA8, its officers, directors, shareholders, employees, affiliates, divisions, principals, agents, insurers, representatives, servants, sponsors, officials, volunteers, successors, assigns, licensees, and other Event participants (collectively “Event Parties”) from and against any and all liability, claims, causes of action, damages, injuries, and losses, known or unknown, suspected or unsuspected, whether sounding in contract, tort (including, without limitation, claims of negligence) or arising under any federal, state or local statute, regulation, law, or ordinance, associated with or in any way arising from, relating in any way directly or indirectly to, or alleged to arise from or relate to, Participant’s participation in the Event.

Without limitation of any of the foregoing, Participant acknowledges and agrees that: (i) Participant waives all claims and shall be solely liable for all costs, damages and expenses of any kind arising from or relating to participation in the Event; (ii) Participant agrees to indemnify, defend and hold harmless (including reasonable attorneys’ fees) the Event Parties from any and all liability, claims, causes of action, damages, injuries, and losses, arising from or relating to Participant’s participation in the Event, including without limitation, Participant’s negligence, gross negligence, and willful conduct. Participant agrees that the Event Parties shall not be liable in any event for any Act of God, strike, act of government, breakdown or machinery, or any other occurrence outside of the control of the Event Parties, or any actual, direct, indirect, or consequential damages, expenses, or lost profits associated therewith or in in any way arising from or relating to the Event.

Participant represents and warrants that Participant is over the age of eighteen (unless a parent or guardian has executed this waiver as indicated below, in which case the undersigned warrants and represents that he/she is the parent or guardian of the Participant), is in good health and does not have any physical disorder that would pose a risk to Participant or to others as a result of participation in the Event. Participant grants the Event Parties the world-wide, perpetual and royalty-free right to take, use, distribute, publish and display photographs and video footage of the Participant, Participant’s name, likeness and property in connection with the Event, its publicity, advertising, illustration, or promotion of future events, in any medium, whether now known or hereafter created, including without limitation, in print, broadcast, podcast, video streaming, internet publication or streaming, and any other electronic distribution.

This Parade Participant Release and Waiver of Liability shall be subject to and interpreted in accordance with Illinois law without regard to its conflict of law provisions. Any claim arising from or relating to the Event in any way shall be litigated exclusively in courts located in Cook County, Illinois.

Participant further agrees to comply, follow, and abide by all rules, code of conduct and instructions, whether written or oral, provided by Event Parties with regard to participation in the Event.

I HAVE READ THE FOREGOING CAREFULLY, UNDERSTAND AND VOLUNTARILY AGREE TO COMPLY WITH ALL OF THE ABOVE PROVISIONS, RELEASES AND WAIVERS OF LIABILITY ON BEHALF OF MYSELF.

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____