

I Northeast Festival

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

**WARNING: BY SIGNING THIS FORM YOU GIVE UP IMPORTANT LEGAL RIGHTS!
INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

ALL PARTICIPANTS MUST BE 21 OR OLDER

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

CELL PHONE NO: _____ BIRTH DATE: _____

EMERGENCY CONTACT: _____

RELATIONSHIP: _____ TELEPHONE NO: _____

DISCLAIMER CLAUSE

I Love NE Festival Committee, the Celebrate Northeast Parade Committee, Northeast Minneapolis Chamber of Commerce, and the Minneapolis Regional Chamber of Commerce their officers, directors, employees, volunteers, members and representatives (hereafter collectively referred to as "the Chamber") are not responsible for any injury, loss or damage of any kind sustained by any person while participating in the I Love NE Pub Crawl on June 20, 2009, including injury, loss or damage which might be caused by the negligence of the Chamber.

ASSUMPTION OF RISKS

In consideration of my participation in the I Love NE Pub Crawl, I acknowledge that I am aware of the possible risks, dangers and hazards associated with my participation in the I Love NE Pub Crawl (including the possible **risk of severe or fatal injury** to myself or others). These risks include but are not limited to the following:

- a) the risks associated with travel to and from location(s) to be visited during the I Love NE Pub Crawl, including transportation provided by commercial, private and/or public motor vehicles;
- b) intoxication and/or alcohol poisoning from the alcohol I consume whether voluntarily or through coercion;
- c) the possibility of bodily injury (broken bones and soft tissue damage) including dental damages from falling down, injuries incurred while getting on or off (in or out of) the mode of transportation being used for the event, being knocked down or being involved in a physical confrontation whether caused by myself or someone else;
- d) the risks associated with returning to my residence.

INDEMNIFICATION AND RELEASE OF LIABILITY

In return for the Chamber allowing me to voluntarily participate in the I Love NE Pub Crawl and related activities, I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my participating in the I Love NE Pub Crawl, even though such risks may have been caused by the negligence of the Chamber;
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which I might sustain while participating in the I Love NE Pub Crawl even though such injury, loss or damage may have been caused by the

negligence of the Chamber;

3. TO HOLD HARMLESS AND INDEMNIFY THE CHAMBER:

- a) from any and all liability for any damage to the personal property of, or personal injury to, any third party resulting from my participation in the I love NE Pub Crawl and all related activities; and
- b) from any and all claims, demands, actions and costs which might arise out of my participating in the I Love NE Pub Crawl, even though such claims, demands, actions and costs may have been caused by the negligence of the Chamber.

ACKNOWLEDGEMENT

I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives, in the event of my death or incapacity.

Signed this _____ day of _____, 20 _____, at Minneapolis, MN.

Signature of Participant (must be 21 or over)

Printed Name of Participant