

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement is made this ____ day of _____, 20__ by _____ (herein called "Participant") for the benefit of the **CITY OF SEBRING, FLORIDA** (herein called the "City").

WHEREAS, Participant wishes to participate in the Sebring Christmas Parade Parade on City streets; and

WHEREAS, the City will not close the streets to allow such activity unless Participant assumes and agrees to hold the City harmless for all liability and damages that may arise therefrom,

NOW THEREFORE, in consideration of the City allowing Participant, its agents, representatives, employees, or persons contracting with any of them to use the City rights-of-way to participate in the Parade, Participant hereby agrees as follow:

1. The above recitals are true and correct.
2. Participant hereby agrees to assume all risk of and indemnify, defend, and save harmless the City of Sebring from and against any and all loss, damages, cost or expense arising in any manner as a result of Participant's activities on City property. Participant will, at its own cost and expense, defend and protect the City against any and all claims or demands which may be claimed to have arisen as a result of or in connection with Participant's activities.
3. Participant does hereby remise, release, satisfy, quit claim and forever discharge the City from any and all actions, claims and demands that it ever had, now has, or may have against the City as a result of its activities on City property or otherwise.
4. The terms of this Agreement shall be binding upon and inure to the benefit of the City.
5. In any action brought for the interpretation or enforcement of the terms of this agreement, including the City's right to indemnification, the City shall be entitled to recover reasonable attorney's fees, paralegal fees, court and other costs, to and including appeal from Participant.

By: _____

Two Witnesses

Name of Business or Organization: _____