

**2009 KENTUCKY DERBY FESTIVAL PEGASUS® PARADE  
RELEASE INDEMNITY AND ASSUMPTION AGREEMENT**

**THIS IS A LEGAL DOCUMENT.**

**DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND IT.**

**Should the participant be under 18 years of age, this document must be signed by the participant's parent or legal guardian. (Note: Parade Participation is limited to individuals ages 14 and over)**

I know that participating in this event is a potentially hazardous activity. I should not enter and participate unless I am medically able and properly trained. I agree to abide by any decision of an event official regarding my participation in the event. I assume all risks associated with participating in this event including, but not limited to: falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and the conditions of the event course. Having read this waiver and knowing these facts and in consideration of your allowing me to participate in the Republic Bank Derby Festival Pegasus Parade (hereinafter sometimes referred to as the "Event") on Thursday, April 30, 2009 (or such date as may be determined in the event of a postponement of the Event) in Louisville, Kentucky, I intending to be legally bound, do hereby for myself, my heirs, my executors and administrators agree as follows:

1. I do waive and forever release any and all rights and claims for any damages and liabilities of any kind arising out of my participation in the Event against all persons, entities, and agencies involved with sponsoring or promoting the Event including, but not limited to, the Kentucky Derby Festival, Inc. and The City of Louisville, their agents, successors, representatives and assigns, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.
2. Further, I assume the risk of all bodily injuries, including death, resulting there from, and personal injuries, to me and damage to and loss of my property, including loss of use thereof and any other indirect or consequential damages, resulting directly or indirectly, wholly or in part, from my participation in the Event and while traveling to and from the Event;
3. Further, I hereby agree to indemnify, defend, and hold the entities named or referred to in paragraph numbered 1 above harmless from and against any and all claims, liabilities, losses, damages costs, expenses (including attorney's fees), judgments and penalties arising out of any of my acts or omissions to act;
4. Further, in the event that the participant is a person under 18 years of age, the undersigned parent or legal guardian of the participant agrees to indemnify, defend, and hold harmless the entities named in paragraph numbered 1 above from and against all claims, liabilities, losses, damages, costs, expenses (including attorney's fees), judgments, and penalties arising out of the participants participation in the Event.
5. Further, I understand that Festival has the right to use any photographs, names or images including the undersigned from these events for promotion and/or advertising.

Each person participating in the Event (whether riding or walking) must sign and date this Agreement prior to participation in the Event.

**NAME OF PARTICIPANT:**

**NAME OF WITNESS:**

\_\_\_\_\_  
Please Print or Type Name of Participant and Unit

\_\_\_\_\_  
Please Print or Type Name of Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Parent or Legal Guardian if Participant is under 18