



**Charlotte Pride, Inc.
Assumption of Risk, General Release,
and Indemnity Agreement**

I, the undersigned Participant, in consideration of my participation in the 2024 Charlotte Pride Festival and Parade, and any related programs, activities, concerts, special events, community service opportunities and any other involvement of any kind associated with the Charlotte Pride Festival and Parade and Charlotte Pride, Inc. (collectively, "Charlotte Pride") voluntarily enter into this legally binding Release Agreement and acknowledge, agree, and understand that:

Assumption of the Risk I UNDERSTAND AND ACKNOWLEDGE THE INHERENT RISKS ASSOCIATED WITH PARTICIPATING IN A PUBLIC FESTIVAL AND PARADE, INCLUDING OBSERVING, WALKING, MARCHING, OR RIDING ON A FLOAT, TRAILER, OR VEHICLE; THE RISKS ASSOCIATED WITH BEING WITHIN LARGE CROWDS OF PEOPLE UNKNOWN TO ME; THE RISKS ASSOCIATED WITH PUBLIC EVENTS; AND THE RISKS ASSOCIATED WITH BEING OUTDOORS IN THE SUMMER. I UNDERSTAND AND ACKNOWLEDGE THE INHERENT RISKS ASSOCIATED WITH MY PARTICIPATION IN A PUBLIC STREET FESTIVAL ON PUBLIC PROPERTY AND I VOLUNTARILY ASSUME ALL RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED INCLUDING THE RISK OF PROPERTY DAMAGE, BODILY INJURY, OR DEATH. I assume full responsibility for my participation and the risk of injury, even if arising from the negligence of the Released Parties (described below) caused by the condition of the Festival or Parade venue, (whether indoors or outdoors), the condition of the equipment, (whether provided by myself, another participant, a vendor, entertainer, Charlotte Pride, or the City of Charlotte), weather, spectators, other participants, or the general public, of any kind, known or unknown, whether or not described in this Release Agreement, and whether or not I have been expressly made aware of the risk.

I accept full responsibility and assume all risks of injury incurred or suffered by me (a) while participating in the Charlotte Pride Festival and Parade in any capacity, whether on my own or with other participants or with the general public; (b) while participating in any community service or volunteer event associated with the Charlotte Pride Festival and Parade, whether on my own or with other participants; (c) while attending any program, event, concert, or activity of Charlotte Pride, including volunteer or community service events, whether connected to the Charlotte Pride Festival or Parade or not; or (d) while preparing for any program, event, concert, or activity of Charlotte Pride, including volunteer or community service events, whether connected to the Charlotte Pride Festival or Parade or not, whether on my own or with other participants. I further understand and agree that neither Charlotte Pride nor the other Released Parties (described below) shall have any duty whatsoever to warn me of or to remedy any natural or manmade risks, dangers, or hazards associated with, in any way, the Charlotte Pride Festival or Parade, or any other program, event, concert, or activity associated with Charlotte Pride or the Charlotte Pride Festival and Parade. **I assume all inherent and other risks and accept responsibility for any property damage and loss for any personal injury, illness, disability, emotional distress, paralysis, and death that I may suffer, whether described in this Release Agreement or not.**

COVID-19 Release I also expressly acknowledge that I understand the unique hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention's ("CDC")



guidelines regarding COVID-19. I understand that COVID-19 has been declared a worldwide pandemic by the World Health Organization, that COVID-19 is extremely contagious and is believed to spread primarily from person-to-person contact, and that infections have been confirmed throughout the United States, including in and around Charlotte. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated. I accept full responsibility to know the most recent guidance. I acknowledge that while Charlotte Pride is taking all reasonable precautions to prevent the spread of COVID-19, I may still become infected while participating in the Charlotte Pride Festival and Parade, or any other program, event, concert, or activity associated with Charlotte Pride and the Charlotte Pride Festival and Parade. I expressly acknowledge the inherent danger in participating, observing, or being associated with a large group of people unknown to me. **I assume all inherent and other risks and accept responsibility for any property damage and loss for any personal injury, illness, specifically including COVID-19, disability, emotional distress, paralysis, and death that I may suffer, whether described in this Release Agreement or not.**

Health Certification I certify that I am in good health and do not know of any physical limitations which may affect my ability to walk, march, jog, run, jump, climb, lift, stand, sit, or otherwise participate in the Charlotte Pride Festival and Parade, or in any other program, event, concert or activity associated with Charlotte Pride or the Charlotte Pride Festival and Parade, or that if I do have a condition that may affect these abilities and my participation as described above, that I have an appropriate accommodation. I certify that I am not under the care of a physician for any disability, illness, injury, or other condition that may affect my ability to participate in these programs, or that if I do have a condition that may affect these abilities and my participation as described above, that I have an appropriate accommodation approved by my healthcare provider. I agree, represent, and warrant that I will not attend or participate in the Charlotte Pride Festival and Parade, or any other program, event, concert, or activity (other than exclusively online activities) associated with Charlotte Pride or the Charlotte Pride Festival and Parade within fourteen (14) days of: (i) experiencing symptoms associated with COVID-19 (including, but not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea); (ii) exposure to any person who has a suspected or confirmed case of COVID-19; or (iii) returning from any area subject to a CDC Level 3 Travel Health Notice.

General Release I agree to forever release waive, discharge, and agree not to sue any and all participants, Charlotte Pride or its affiliates, agents, assigns, attorneys, directors, officers, employees, or volunteers, or sponsors, or their respective affiliates, agents, assigns, attorneys, directors, officers, employees, or volunteers (collectively, the "Released Parties") from liability for any injury, illness (including COVID-19), death, and loss or damage to personal property. This release from liability applies to me, my personal representative, assigns, heirs, and next of kin. This release applies to any and all types of claims, whether known or unknown, whether described in this Release or not, that in any way arise out of or relate to my involvement with the Charlotte Pride Festival and Parade, or any other program, event, concert, or activity associated with Charlotte Pride or the Charlotte Pride Festival and Parade and the Released Parties, including breach of contract, fraud, or any other type of suit and includes personal injury and property losses alleged to be caused by the negligence of the Released Parties.

Indemnification I agree to defend, indemnify (meaning to pay or reimburse any amount required to be paid, including attorneys' fees) and hold the Released Parties, and their respective boards of directors, employees, volunteers, sponsors, participating organizations, affiliates, agents, attorneys and any and all associated persons or entities harmless from all claims, causes of action, liability, losses, or damages for any property damage, property loss or theft, personal injury, illness, disability, death, or other loss brought by or on behalf



of me, a family member, my estate, another participant or spectator or any other person arising from or relating to my participation, including claims that the Released Parties were negligent.

Photo/Video Release I understand and acknowledge that the Charlotte Pride Festival and Parade and any other program, event, concert, or activity associated with Charlotte Pride, or the Charlotte Pride Festival and Parade, may be photographed or recorded. Charlotte Pride and the Released Parties may take and use photographs, video, film, or other images of me participating in or observing this activity. I waive any right of privacy, publicity, compensation, copyright, or other rights to those images, and I consent to Charlotte and the Released Parties using those images for any purpose, including commercial purposes, and including on social media.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY TERM AND PROVISION DESCRIBED ABOVE IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, AND I AGREE TO ABIDE BY ITS TERMS AND PROVISIONS. I ACKNOWLEDGE THAT I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTY AND THAT IT IS MY INTENT TO BE BOUND BY ITS TERMS.

AUTHORIZED SIGNATURE

This _____(day) of _____(month), 2024.

I, _____, (Name)

acknowledge the signing of this Assumption of Risk, Indemnity Agreement, and General Release in order to participate in the 2024 Charlotte Pride Festival and Parade.

Authorized Signature

Date