DACULA MEMORIAL PARADE PARTICIPATION AGREEMENT (RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND CONSENT)

THIS DOCUMENT AFFECTS IMPORTANT RIGHTS – PLEASE READ CAREFULLY.

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE DACULA MEMORIAL PARADE TO BE HELD ON MAY 25, 2026 (THE "EVENT"), ALL PARTICIPANTS, INCLUDING, WITHOUT LIMITATION, THE "PARTICIPANT" LISTED BELOW, ARE REQUIRED TO, AND HEREBY DO, ASSUME ALL RISK OF PARTICIPATION, AND ACKNOWLEDGE THE FOLLOWING:

By my signature on this Release, I waive legal rights to claim, sue or attempt to hold liable the Released Parties (as defined hereafter) that I and _____ (the "Participant"), for whom I serve as legal guardian (you and such Participant, collectively, "I") may have for any injury, death or property damage sustained in connection with any participation by the Participant in the Event. The "Released Parties" mean the Dacula Athletic Association, Inc., a Georgia nonprofit corporation, and its respective successors, assigns, directors, officers, managers, members, officers, employees, coaches, staff, volunteers and other agents and attorneys.

1. **Consent to Participate; No Medical Restrictions.** If the Participant is under 18 years old, I hereby GIVE MY CONSENT for the Participant to participate in the Event. I REPRESENT that the Participant is NOT SUBJECT TO ANY MEDICAL RESTRICTIONS or conditions regarding his or her participation in the Event.

2. **Understanding and Assumption of Risk**. I UNDERSTAND that (a) parades, including, without limitation, parade floats, vehicles, equipment, and crowds INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING, WITHOUT LIMITATION, PERMANENT DISABILITY, PARALYSIS, AND DEATH; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Event, the conditions or facilities in which the Event takes place, equipment or vehicles used in or around the Event, or the negligence of the Released Parties. I REPRESENT THAT I AM AWARE OF the specific risks listed above, as well as other risks associated with participating in the Event, and, notwithstanding these risk and hazards (including, without limitation, those that may be foreseeable but not specifically identified herein), I EXPRESSLY AGREE TO VOLUNTARILY ASSUME THE RISKS inherent in and full responsibility for any bodily injury, death or property damages arising out or related to any participation in the Event, including, without limitation, any injury, death or damage resulting from ANY NEGLIGENCE OR OTHER UNINTENTIONAL WRONGDOING of the Released Parties. By signing this Release, I AGREE AND ACKNOWLEDGE that I wish the Participant to participate in the Event without imposing any risk of liability on the Released Parties.

3. Release and Waiver of Liability; Indemnification Obligation. Being fully informed of the risks of participating in the Event, and having agreed to assume those risks, I, on behalf of my heirs, successors, assigns, agents, employees, and representatives, HEREBY IRREVOCABLY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, KNOWN OR UNKNOWN, including personal injury and death, that I may now own or hold, or have at any time heretofore owned or held, or may at any time hereafter own or hold by reason of any matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done, in connection with Participant's participation in the Event. This Release applies whether the damages are caused by ANY NEGLIGENCE OR ANY OTHER UNINTENTIONAL WRONGDOING of the Released Parties. I AGREE to hold harmless and indemnify (reimburse) the Released Parties for any costs or attorney's fees that may be incurred as a result of any challenge to this Release or legal

action brought in contravention of this Release, in litigation resulting from my injury, death or property damage or in connection with any participation in the Event.

4. Waiver of Unknown Claims. I UNDERSTAND that this Release is intended to be a complete and irrevocable release of all possible claims for damages caused with respect to Participant's participation in the Event. A general release may not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release that, if known by him, might have materially affected his decision. By this complete Release, I UNDERSTAND AND ACKNOWLEDGE that I intend that this Release encompass not only all known and foreseeable claims, but also unknown and unforeseen claims against any of the Released Parties arising out of Participant's participation in the Event.

5. Understanding of This Document; Right to Legal Counsel. I UNDERSTAND AND ACKNOWLEDGE that by signing this Release, I am confirming that I UNDERSTAND THE LANGUAGE USED IN IT. I agree that neither I nor my heirs or representative may later claim, in the event of injury, death or property damage, that I did not understand what I was signing in this Release. I also UNDERSTAND AND ACKNOWLEDGE that I may seek advice from legal counsel before signing this Release. By signing this Release, I ACKNOWLEDGE that I have either sought the advice of legal counsel or wish to now intentionally WAIVE THE OPPORTUNITY TO TALK TO A LAWYER.

6. Full and Complete Agreement; Miscellaneous. I UNDERSTAND AND ACKNOWLEDGE that this Release is a full, complete and final agreement with regard to the risks the Participant is taking by participating in the Event. No other documents, oral promises or other information can be used to modify or alter the terms of this Release. If any provision of this Release is declared invalid, the remaining provisions remain enforceable. I UNDERSTAND AND ACKNOWLEDGE that this Release is a private contract entered into in Georgia and that it will be governed by Georgia law, regardless of where any occurrence covered by this Release takes place. If any provision of this Release is later held unenforceable or void, it shall be severable from the remaining provisions and shall not affect their subsequent enforceability or validity.

Agreed to by:

Name of Participant: _____

Participant DOB: _____

If Participant is under age 18, name of parent or guardian:

_____

Address: _____ _____
Signature: _____

Date: _____