



Derby Festival Release and Waiver of Liability

1. I do waive and forever release the Kentucky Derby Festival, Inc., its employees, agents, and assigns against any and all rights and claims for any damages and liabilities of any kind arising out of my participation in this ride 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 therefrom, 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 ride;
3. Further, I hereby agree to indemnify, defend, and hold the entities specifically named 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 participant's participation in the ride.
5. Further, I irrevocably grant the Kentucky Derby Festival and its agents, the exclusive right to use my name, likeness, photos or reproduction for any purpose including promotion, advertising or other purposes.

Signature

Witness signature

Print name

Print witness name

Date

Signature of Parent or Legal Guardian (if volunteer is under age 18):

Parent or guardian Signature

Date

Print name of parent or guardian