## JusticeFest Student Waiver 2025 Kentucky Derby Festival Foundation JusticeFest Release and Assumption Agreement

## This Is A Legal Document. Do Not Sign It Unless You Fully Understand It.

I assume all risks associated my child participating in JusticeFest including, but not limited to: COVID-19, contact with other participants, falls, the effects of the weather, including high heat and/or humidity, inclement weather, traffic, and the conditions of the road, all such risks being known and appreciated by me. Having read this waiver and knowing these facts and in consideration of your accepting my child's entry to participate in JusticeFest held on **March 1, 2025** (or on such date as may be determined in the event of a postponement of the Event) in Louisville, Kentucky (the "Activity"), 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 child's participation in the Activity against all persons, entities, and agencies involved with promoting the Activity including the Kentucky Derby Festival, Inc.; PARK Community Credit Union, JCPS and its officials, executives, employees and agents; all other Presenting & Contributing Sponsors, all vendors providing services for the event (if applicable), and their agents, successors, representatives, and assigns;
- 2. Further, on behalf of my child I assume the risk of any injury to my child and damage to and loss of my child's property, including loss of use thereof and any other indirect or consequential damages, resulting directly or indirectly, wholly or in part, from my child's participation in the Activity.
- 3. Further, I hereby agree to release and hold the entities specifically named in paragraph numbered 1 above harmless from and against any and all claims, liabilities, losses, damages, costs, expenses, judgments and penalties arising out of any of my child's acts or omissions to act;
- 4. Further, because my child is under the age of 18, I agree to release and hold harmless the entities named in paragraph numbered 1 above from and against all claims, liabilities, losses, damages, costs, expenses, judgments, and penalties arising out of my child's participation in JusticeFest;
- 5. Further, I understand and agree that the Kentucky Derby Festival, Inc.or JCPS has the right to withdraw my child from the Activity for any reason at any point in time;
- 6. Further, I understand that Kentucky Derby Festival, Inc. reserves the right to use any and all participant's names and/or likeness regarding promotional and/or advertising materials, including print, TV and web; and the Kentucky Derby Festival reserves the right to air the Activity using social media platforms such as You Tube and Google Meetings.