KENTUCKY DERBY FESTIVAL
PARTICIPANT WAIVER

I know that participation in the **JUSTICEFEST**, (hereinafter referred to as the "Event"), is a potentially hazardous activity.

By entering into this Event, I am stating that I am physically fit, medically able, and adequately trained for this Event.

I assume all risks associated with my participation in this Event, including but not limited to: falls, infection contact with other participants, the effects of the weather, including high heat and humidity, 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 entry to participate in the **JUSTICEFEST** in Louisville, Kentucky, I intend to be legally bound. I do hereby for myself, my heirs, my executors, and administrators agree as follows:

1. I do waive and forever release 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 promoting the Event, including but not limited to the Kentucky Derby Festival, Inc.; JCPS; all Presenting & Contributing Sponsors; all vendors providing service at the Event; 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 the 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 Event and while traveling to and from the Event.

3. Further, I hereby agree to indemnify, defend, and hold the entities specifically named in paragraph numbered 1 above harmless from and against all claims, liabilities, losses, damages, costs, expenses (including attorney's fees), judgments, and penalties arising out of any of my acts or omission 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 specifically named in paragraph numbered 1 above from and against all claims, liabilities, losses, damages, costs, expenses (including costs and attorney's fees), judgments and penalties arising out of the participant's participation in the Event.

5. Further, I understand that Kentucky Derby Festival, Inc., reserves the right to use all participant's names and likenesses with regard to promotional and advertising materials, including on the internet.

6. Further, I understand that all entries are nonrefundable and nontransferable.

7. Event officials have the right to disqualify or remove participants whose activity violates any condition set forth or poses any potential harm to himself/herself or any other participant.

8. I am not signing this waiver on behalf of a participant who is under the age of 12.