



PORTSMOUTH RI 375<sup>TH</sup> CELEBRATORY PARADE  
Saturday, 31 August 2013

WAIVER OF LIABILITY

The undersigned organization, on behalf of itself and its agents and volunteers (collectively the “Organization”), has requested permission from the Town of Portsmouth and the Portsmouth Parade Committee (together with their agents and volunteers, “Portsmouth”) to participate in the 375<sup>th</sup> Anniversary Portsmouth RI Parade (“Parade”); and

Portsmouth has agreed to grant permission to the Organization to participate in said Parade on the aforementioned date.

In consideration of Portsmouth granting permission to the Organization to participate in the Parade, the parties agree as follows:

1. **Indemnification**

The Organization shall and hereby does agree to indemnify, defend, and hold harmless Portsmouth from and against any and all loss or damage, liability or charges imposed on and claims or causes of action asserted against, the Portsmouth arising in whole or in part out of or by reason of the Organization’s participation in the Parade.

2. **Waiver of Liability**

The Organization assumes full responsibility for its participation in the Parade, and the Organization hereby waives all rights and claims against Portsmouth, for any and all property loss or damage sustained by the Organization and any and all personal injury or death occurring in connection with the Organization’s participation in the Parade

3. **No Warranties**

It is understood and agreed that Portsmouth make no representations or warranties, express or implied, that the Parade route is safe for the Organization’s particular participation in the Parade. The Organization has inspected the Parade route and has deemed it suitable for the intended use.

4. **Governing Law**

The terms and conditions of this indemnification shall be construed in accordance with, and as broad and inclusive as permitted by, the laws of the State of Rhode Island and Providence Plantations.

**5. Proposed Participants**

The Organization shall and hereby does agree to submit in writing, at least two (2) days prior to the Parade date, a list of all of the Organization’s Proposed Participants. Participation of any and all Proposed Participants is at the sole and exclusive discretion of Portsmouth. Portsmouth agrees to not unreasonably withhold the grant of permission for Proposed Participants to participate in the Parade. It is further agreed, that no additional or “last minute” participants from the Organization will be permitted to participant in the Parade without out the signed consent from both, the Organization and Portsmouth.

**6. Motor Vehicles**

The Organization agrees that any motor vehicle they enter in the Parade, will provide: 1. Proof of current registration, 2. Current insurance, 3. Proof of licensed Parade driver, 18 years of age (on date of Parade) or older.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Organization

Portsmouth\_\_\_\_\_

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Signed

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