

WAIMEA COMMUNITY ASSOCIATION - CHRISTMAS TWILIGHT PARADE

SATURDAY, DECEMBER 3, 2016

INDEMNITY AND HOLD HARMLESS AGREEMENT

(ONE FORM FOR EACH DRIVER REQUIRED!)

(Participants in each driver's unit may be listed on back of form)

Waimea Community Association Christmas Parade Committee
c/o P. O. Box 783
Kamuela, Hawaii 96743

or email to: lolsen@hawaii.rr.com

Ladies and Gentlemen:

You, SPONSORS & EVENT PARTNERS: Waimea Community Association, Waimea Center, Puna Plantation Hawaii, Ltd., KTA SuperStores, Rotary Club of North Hawaii, Rotary International, Redeeming Light International, Inc., dba The Big Island Giving Tree, Parker Ranch Center, S&R Trucking and Waimea's beloved truckers, Around The Clock, North Hawaii Community Hospital, Big Island Portables, Waimea Middle School, Parker School, Hawaii Preparatory Academy, Bank of Hawaii, BOH as Trustee of the Richard Smart Article 20 Trust, Mana Christian 'Ohana, New Hope Christian Fellowship, Voyage Church Waimea, Ace Hardware, W.M. Keck Observatory, Canada-France-Hawaii Telescope, Costco-Kona, Waimea Instant Printing, and the County of Hawaii (Department of Parks & Recreation & South Kohala Community Policing) - have agreed to allow my/our participation in the 56th ANNUAL WAIMEA CHRISTMAS TWILIGHT PARADE to be held on Saturday, December 3, 2016. Your commitment to me/us requires, as a condition precedent to our participation, that we execute and deliver an undertaking by me/us to indemnify and hold you and your agents harmless against any and all claims, liability, damage and expense which you might incur in connection with or arising out of my/our participation in the parade, including, without limitation, any injury sustained by me/us or by anyone involved with or watching the parade, caused by me/us.

In consideration of allowing my/our participation, I/we hereby agree that we will indemnify and hold you harmless against any and all such claims, liability, damages and expenses. Said expenses referred to above include but are not limited to, all costs and reasonable attorney's fees that might be incurred by you in connection therewith or arising therefrom.

Without limiting the generality of the foregoing, I/we agree that in the event any such liability or damage is asserted, I/we will, upon a tender by you, undertake and assume the defense of all such allegations and claims through an attorney or attorneys approved in advance by you and the fees and costs of said attorney(s) and defense shall be paid currently by me/us.

Mahalo,

Signed (Legal Name)

Print (Legal Name)

Organization/Entry Name

Date

Parent(s) or Guardian Signature (if applicant is a minor, under 18 years of age)

This parade is an alcohol and drug free community event.