

**Waiver, Release and Hold Harmless Agreement**

In consideration of permission granted by **Downtown Olmsted Falls**, and **Grand Pacific Junction Merchants Association, Mill River Plaza, Clint Williams Realty, Inc.**, (“all participating business entities”) and all private business owners and companies participating, allowing me to participate in **Heritage Days 2017** (the “Activity”), which will occur August 3, 2017 through August 6, 2017, I, \_\_\_\_\_ (printed name of participant), represent, covenant and agree, on behalf of myself and my heirs, assigns and any other person claiming by, under or through me as follows:

1. I acknowledge that participating in the Activity involves certain risks, (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, including any associated travel, regardless of whether or not caused in whole or in part by the negligence or other fault of Downtown Olmsted Falls, its members, officers and associate members, and all participating business entities, agents or insurers (“Released Parties”).
  
2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
  
3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys’ fees and other litigations costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.
  
4. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Printed Name