



# Ye Royal Krewe of Charlotte de Berry

## Release, Hold Harmless and Indemnity Agreement

**THIS AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, the parent or legal guardian of minor child \_\_\_\_\_, hereinafter individually and jointly referred to as "PARTICIPANT", and YE ROYAL KREWE OF CHARLOTTE dewberry, INC., a not-for-profit Florida corporation, hereinafter referred to as "CDB", as well as all sponsors and any and all parade sponsors and organizers.

WHEREAS: PARTICIPANT intends to ride on, be upon, near and around a float before, during, and after a parade. Additionally, PARTICIPANT intends to participate in other social activities sponsored, shared or engaged in with CDB and other social groups.

NOW, THEREFORE, in consideration of CDB allowing PARTICIPANT to ride upon, be on, near and around the float before, during and after a parade or to attend any other activity or function of CDB, the parties hereto agree as follows:

### A. HOLD HARMLESS:

1. PARTICIPANTS in any parade do so at their own risk. PARTICIPANT agrees to hold CDB harmless from any claim made by me, which claim arose, directly or indirectly, from my own carelessness or negligence and to indemnify CDB against any and all expenses (including attorney's fees incurred by it in the defense of any claim covered by this AGREEMENT), witness fees, damages, judgments, fines and amounts paid in settlement and any other amounts that CDB may be required to pay because of any claim or claims made against it on account of or because of any carelessness or negligence on my part.

### B. GENERAL RELEASE:

1. CDB cannot and will not be liable for any claims or damages arising from property damages or personal injuries sustained by PARTICIPANT in any event or parade. PARTICIPANT assumes full responsibility for injury or damage which may occur before, during or about the event or parade and do hereby fully and forever release, discharge and hold harmless CDB, its sponsors, its staff, Board of Directors, Officers, members and affiliates from any and all claims, demands, damages, rights of action or causes of action, present or future whether same be known, anticipated or unanticipated, resulting from or arising out of any parade, function, activity or event. This Release is binding on myself and my heirs, executors, administrators, successors and assigns.
2. I expressly acknowledge this Release is given willingly and based upon my own independent judgment and not on any representations made by CDB. I also intend to hereby release any and all claims for injuries or damages, whether the same now be known or whether they be latent, or patent or as may arise or be discovered in the future.

C. NON-MEMBERS of CDB: I acknowledge that I have read and been provided a copy of the Standing Rules of Parade Decorum, Conduct, Safety Rules and Service Requirements and the Bylaws of CDB and agree to comply with them. \_\_\_\_\_(INITIAL)

1. This Release contains the entire agreement between PARTICIPANT and CDB, the terms of this Release are contractual and not mere recitals.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

\_\_\_\_\_  
PRINTED Name and Age of Minor Participant

\_\_\_\_\_  
PRINTED Name of Parent or Guardian

\_\_\_\_\_  
SIGNATURE of Parent or Guardian

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED Name of Sponsoring Wench

\_\_\_\_\_  
PRINTED Name of Accepting Officer

\_\_\_\_\_  
DATE Accepted

STATE OF FLORIDA      COUNTY of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Parent or Legal Guardian of \_\_\_\_\_, a minor child.

Personally known \_\_\_\_\_  
Or Produced identification \_\_\_\_\_  
Type of identification \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Name of Notary

(SEAL)



Ye Royal Krewe of  
*Charlotte de Berry*

**Talent Release – Minor  
2023-2024**

I HEREBY CONSENT TO the recording, use and exploitation, in perpetuity, in any and all media, of my voice, actions, name(s), likeness, and the appearance (collectively referred to a “likeness”) in connection with the production of video tapes, films or tape recordings made for broadcast, use on Krewe website, photographs, direct exhibition or any subsidiary purposes whatsoever by Ye Royal Krewe of Charlotte de Berry.

I IRREVOCABLY AGREE THAT Ye Royal Krewe of Charlotte de Berry and its agents and licensees may use, or refrain from using, all or any part of my likeness, and may alter or modify my likeness in any way, whether or not I am recognizable. I further agree that Ye Royal Krewe of Charlotte de Berry and its agents and licensees may use my likeness in connection with any promotion or publicity, in perpetuity. I release Ye Royal Krewe of Charlotte de Berry and its agents and licensees from any liability arising out of their use of my likeness, and I shall not assert any claim against Ye Royal Krewe of Charlotte de Berry and its agents and licensees as a consequence of the recording and/or use of my likeness (including, without limitation, any claim that any such use invades any right of privacy and/or publicity). Furthermore, I shall not hold Ye Royal Krewe of Charlotte de Berry liable for any injury sustained while recording, taping or filming.

I UNDERSTAND THAT my likeness is being recorded in reliance on this consent and release. I hereby acknowledge that I am not a member of SAG or AFTRA, and that I am not running for public office.

I have signed this consent and release on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
PRINTED Name and Age of Minor Participant

\_\_\_\_\_  
PRINTED Name of Parent or Guardian

\_\_\_\_\_  
SIGNATURE of Parent or Guardian

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED Name of Sponsoring Wench

\_\_\_\_\_  
PRINTED Name of Accepting Officer

\_\_\_\_\_  
DATE Accepted

STATE OF FLORIDA      COUNTY of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Parent or Legal Guardian of \_\_\_\_\_, a minor child.

Personally known \_\_\_\_\_  
Or Produced identification \_\_\_\_\_  
Type of identification \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Name of Notary

(SEAL)