

# Official Waiver and Release Form

## 2021 Party in the Park Wet/Dry Parade

I, \_\_\_\_\_, hereby Waive and Release, indemnify, hold harmless and forever discharge The City of Great Bend Kansas, Kiwanis members and organization, Party in the Park planners and volunteers, and all agents, employees, officers, directors, affiliates, successors, managers and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities, conducted by The Party in the Park Committee, City of Great Bend and Kiwanis members and organization provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I have evaluated and inspected the premises and or event activity and believe them to be satisfactory for the purpose of this activity. I understand that the activities or function in which I participate during the Party in the Park may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released parties to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with and including, but not limited to using the facility, property, and/or equipment in any manner, form or fashion, and practicing and/or engaging in Party in the Park Activities or other related activities on and off the premises.

This Waiver and Release contains the entire agreement between the parties, and supersedes any prior written or oral agreements between the parties concerning the subject matter of this Waiver and Release. The provisions of this Waiver and Release may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of the Waiver and Release will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the Party in the Park Committee, City of Great Bend or Kiwanis members and organization whether by agreement, by operation of law, or otherwise. I have read, understand and fully agree to the terms of this Waiver and Release.

This agreement also releases The City of Great Bend, Party in the Park, Kiwanis members and organization & hired photo/videographers from all liability relating to injuries that may occur during "Party in the Park". By signing this agreement, I agree to hold The City of Great Bend, Party in the Park & related parties entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence. I also agree, by signing this, to allow any video or still photos of myself to be used by The City of Great Bend, Party in the Park planners & Alex Moyers in production of promotional materials.

I understand and confirm that by signing this Waiver and Release I have given up considerable future legal rights. I have signed this agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional Waiver and Release of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver, or have obtained approval from my Parent or Guardian whose signatures are below. (Please ensure all parade participants sign this waiver or you will be held liable for them):

*I understand there will be no water allowed until the designated water section (past the railroad tracks).  
There will be NO water balloons permitted and participants are not to shoot water into participant's facial area.  
I understand that I can be removed from the parade for violation of this restriction.*

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Parent/Guardian (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Parent/Guardian (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Parent/Guardian (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_

**MUST BE RETURNED WITH ENTRY FORM TO:**  
City of Great Bend  
Attn: Community Coordinator Christina Hayes  
1209 Williams St., Great Bend, KS 67530  
Phone: 620-793-4111 | Fax: 620-793-4108