

DAYBREAK PRIDE EVENT

Participant Liability Waiver and Release Agreement

THIS LIABILITY WAIVER AND RELEASE ("Waiver") is executed on _____(date) by _____ ("Participant") in favor of Daybreak for Diversity and Inclusion, its directors, officers, employees, volunteers, and agents (collectively "Organization").

The Participant desires to take part in the Daybreak Pride Event ("Event") on June 1st, 2025 and engage in the activities related to being a vendor, exhibitor, volunteer, or performer. The Participant understands and acknowledges that this Waiver is given in consideration for being permitted to participate in the Event.

1. WAIVER AND RELEASE

I, the Participant, hereby freely and voluntarily, without duress, execute this Waiver under the following terms:

a) I acknowledge that participating in the Event may involve certain risks, including but not limited to:

- Physical activity and setup/teardown of equipment
- Interaction with other participants and attendees
- Exposure to weather conditions
- General risks associated with public events

b) I willingly assume these risks and release and forever discharge the Organization from any liability, claims, and demands of whatever kind or nature, either in law or in equity, which may arise from my participation in the Event.

2. MEDICAL TREATMENT

I hereby release and forever discharge the Organization from any claim whatsoever which arises on account of any first aid, treatment, or service rendered in connection with my participation in the Event.

3. ASSUMPTION OF RISK

I understand that my participation may include activities that may be hazardous. I hereby expressly assume the risk of injury or harm from these activities and release the Organization from all liability.

4. MEDIA RELEASE

I grant and convey to the Organization all right, title, and interests in any and all photographs, images, video, or audio recordings made by the Organization during my participation in the Event.

5. CONDUCT AGREEMENT

I agree to:

- Follow all Event rules and regulations
- Maintain appropriate behavior suitable for a family-friendly event
- Comply with all instructions from Event staff and security
- Report any safety concerns to Event organizers

6. OTHER

a) This Waiver shall be binding upon my heirs, executors, administrators, and assigns.

b) I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Utah, and that this Waiver shall be governed by and interpreted in accordance with those laws.

c) I agree that in the event that any clause or provision of this Waiver shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver which shall continue to be enforceable.

PARTICIPANT ACKNOWLEDGMENT

I HAVE READ AND UNDERSTAND THIS WAIVER. I AM AWARE THAT BY SIGNING THIS WAIVER I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS WAIVER FREELY AND VOLUNTARILY.

Participant Signature: _____ Date: _____

Print Name: _____

Emergency Contact: _____ Phone: _____

For Minor Participants Only

Legal Parent/Guardian Signature: _____ Date: _____

Legal Parent/Guardian Print Name: _____

For Organization Use Only: Received by: _____ Date: _____ Participant Type: Vendor Performer Exhibitor Other : _____