



2023 NATIONAL MEMORIAL DAY PARADE AGREEMENT OF RELEASE

I, the undersigned, will appear/participate in the 2023 National Memorial Day Parade on **Monday, May 29th, 2023** (the "Parade"). The Parade is being given as a public service.

I assume any and all risks associated with participating in the Parade and particular activities that I agree to undertake, including but not limited to, negligent or reckless acts by other participants and volunteers, all such risks being known and appreciated by me. I also agree to abide by the rules of the Parade as set forth by designated officials, producers, and supervisors.

Knowing these facts, and in consideration for being permitted to participate in the Parade, I hereby, for myself, my heirs, executors, administrators, successors, assigns, or anyone else who might claim on my behalf, covenant not to sue, and waive release and discharge the American Veterans Center, The District of Columbia, The National Park Service, JM Best Entertainment Inc., Under the Sun Productions Inc., Music Celebrations International, any and all parade sponsors, and each of them, their officials, agents, each of their parent, affiliated, subsidiary and successor entities, and their respective officers, directors, shareholders, members, agents, representatives and employees and any and all Parade sponsors, and each of their officials, agents, designated event supervisory personnel or anyone acting for or on their behalf (the "Releasees"), from any and all losses, costs (including without limitation, litigation costs, and attorney fees), claims, damages, suits, actions, demands, liability, and expenses in connection with loss of life, personal injury and/or property damage of any kind whatsoever, in law or in equity, arising out of or in the course of my participation in the Parade.

In consideration of possibly broadcasting my performance/appearance in or pertaining to the Parade, or in connection with the promotion of the Parade, I grant to American Veterans Center the irrevocable right to use, record, broadcast, and distribute and to license and authorize others to use, record, broadcast and distribute, without further obligation or payment to me or my family, my name, voice, likeness, performance and/or statements for any and all purposes at any time in any and all media now known or later developed, including without limitation exploitation by all forms of television (including but not limited to broadcast, cable, and other television type systems), radio, print and print media, videotape, audiotape, the Internet, on-line services and other telecommunications, wire, and/or computer drive media. Clips provided that any such broadcast will be solely for purposes of promoting the Parade. I waive any rights I may have to inspect and/or approve any and all such uses. I understand that nothing in this release shall obligate American Veterans Center to use my performance in any program or media.

I understand that the Parade is being given for the entertainment of children and the public, and no consideration is being paid to me.

I also agree to defend, indemnify, and hold harmless the Releasees from and against any and all claims, losses, costs, fess, (including but not limited to, reasonable attorneys' fees) by whomever or wherever presented, including but not limited to, personal injury, property damage, financial loss, wrongful death or any other loss or injury resulting in any manner from my participation in or pertaining to the Parade.

American Veterans Center, Under the Sun Production, JM Best Entertainment, Inc. and its affiliates are not responsible or liable for any COVID-19 related complications or death of any performer, spectator, or employee. Both parties of this agreement agree to follow and abide by all Covid-19 procedures and guidelines.

I acknowledge that I have read the foregoing release and indemnification, am executing it knowingly, voluntarily, willingly, and free from any coercion or duress, and am fully aware of its contents and legal effects. I agree to abide by all of its terms.

I agree that I will not do anything or behave in any manner that would negatively impact the good reputation of the Parade. I agree to be legally bound hereby.

Group Name _____ Name of Unit _____

Cast Member Name (Print) _____ Age: _____

Cast Member Address _____

City _____ State _____ Zip _____

Signature _____

Email Address _____

The signature of a parent or guardian is also required if the undersigned is under 18 years of age or otherwise a minor in his/her state of residence.

Parent/Guardian Signature _____