

**PROMOTIONAL EVENT/CONTEST PARTICIPANT**

**ASSUMPTION OF RISK, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate in the **48<sup>th</sup> Annual WIVK Christmas Parade** which will be held on **Friday, December 3, 2021** in downtown Knoxville (the "Event"), and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby promise and agree as follows:

By signing this Agreement, I acknowledge that there are certain risks associated with my participation in the Event, any of which could result in serious bodily injury or death, and further acknowledge that my participation in the Event could involve potential danger to my person and property. I represent, warrant, covenant and agree that I am participating in the Event entirely of my own choice and volition, and I knowingly and voluntarily intend to participate in the Event after being apprised of such risks and dangers.

I, on my own behalf and on behalf of my heirs and assigns, do hereby now and forever fully and finally release, remise, acquit and discharge radio station WIVK, Cumulus Media, Inc., its subsidiary companies and affiliates, officers, directors, employees and agents (collectively, "Cumulus") of and from any and all rights, claims, debts, damages, demands, actions, liabilities, responsibilities, causes of action, covenants, suits and judgments, of any kind or nature whatsoever, whether known or unknown, developed or undeveloped, anticipated or unanticipated, discoverable or undiscoverable, which I have or might have or might claim to have against Cumulus, arising out of or in any way related to or associated in any way with regard to my participation in the Event, or any injury, damage or loss of any nature related to or arising out of or in connection therewith.

I hereby covenant and agree to indemnify and hold the Cumulus harmless from and against any and all claims, injuries, damages, liabilities, losses and costs or expenses (including reasonable attorneys' fees) arising from or in connection with my acts, omissions, activities, conduct and participation in the Event.

I understand and agree that this Agreement is not, and shall not be construed as, an admission by Cumulus of any liability whatsoever. This Agreement and each of its provisions shall not be offered or received in evidence in any action or proceeding as an admission or concession of liability of any nature on the part of any Cumulus entity. I further understand and agree that this Agreement contains the entire agreement between Cumulus and me relative to its subject matter, and no representations or agreements, oral or otherwise, between the parties not included herein shall be of any force or effect.

I hereby grant Cumulus the right to use my name, likeness, voice, biographical and other information for advertising, promotional, and related purposes in connection with the activities or promotion of the Event.

The parties agree that the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Notwithstanding anything herein to the contrary, this Agreement shall be fully enforceable by either party in any action at law or in equity, and nothing contained herein shall preclude or be construed to preclude any action in law or in equity by either party against the other to enforce the provisions of this Agreement. This Agreement shall be governed by and enforced and interpreted in accordance with the law of the State in which the Event is conducted. If any provision or part of a provision of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any party.

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NAME OF ORGANIZATION THROUGH WHICH YOU ARE PARTICIPATING IN THE PARADE:

(I.e. name of dance company, school band, church group, work company, etc.)

\_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_