

PROMOTIONAL EVENT/CONTEST PARTICIPANT (Minor)

ASSUMPTION OF RISK, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT

This ASSUMPTION OF RISK, LIABILITY RELEASE, AND INDEMNIFICATION AGREEMENT (“Agreement”) is executed on the date set forth under the signature below by the undersigned, who is a parent or legal guardian of the minor named below (hereinafter “Participant”), who has been selected to participate in the **50th Annual WIVK Christmas Parade** (the “Event”) being held on **Friday, December 1, 2023** in downtown Knoxville, in favor of radio station WIVK, Cumulus Media, Inc., its subsidiaries and affiliates, members, directors, shareholders, officers, employees and agents, whose address is 4711 Old Kingston Pike, and all sponsors of the Event (hereinafter referred to collectively as “Cumulus”).

In consideration of Participant being allowed to participate in 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:

I am a parent or legal guardian of Participant and I have the legal authority to execute this agreement.

I, by signing this Agreement, acknowledge that there are certain risks associated with Participant’s participation in the Event, any of which could result in serious bodily injury or death to Participant. I represent, warrant, covenant and agree that Participant is participating in the Event entirely of his/her own choice and volition, and that it has not been requested, suggested or required in any way by Cumulus that Participant participate in the Event. I acknowledge and recognize that Participant’s participation in the Event could involve potential danger to Participant’s person and property, and I knowingly and voluntarily intend for Participant to participate in the Event after being apprised of such danger.

I, on my own behalf and on behalf of Participant, his/her heirs and assigns, do hereby now and forever fully and finally release, remise, acquit and discharge 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 Participant or I have, 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 Participant’s participation in the Event, and any injury, damage or loss of any nature related to or arising out of or in connection therewith.

I, on my own behalf and on behalf of Participant and his/her heirs and assigns, do hereby covenant and agree not to sue Cumulus upon any claim, demand, right of action, cause of action, lawsuit, damage, loss or expense of any nature whatsoever, in law or in equity, which Participant or I now have, have had, or may hereafter claim to have or have had, against Cumulus arising from or by reason of any matters, conduct, transactions, liabilities or obligations with respect to the Event as to which any Cumulus entity might have any resultant liability to Participant or to me.

I understand and agree that this Agreement is not, and shall not be construed as, an admission by any Cumulus party 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 party. I further understand and agree that this Agreement contains the entire agreement between Cumulus and me, on my behalf and on behalf of Participant, 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 Participant’s 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 takes place. If any 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 Agreement to be executed this ____ day of _____, 2023.

NAME OF ORGANIZATION THROUGH WHICH THE CHILD IS PARTICIPATING IN THE PARADE:

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

Participant Name: _____ Participant Age: _____

Parent/Legal Guardian Name: _____

Parent/Legal Guardian Signature: _____