

EVENT PARTICIPANT ASSUMPTION OF RISK, LIABILITY RELEASE, AND IDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in events and/or volunteer and/or work with the Miami-Broward One Carnival Host Committee, Inc., (MBOCHI), including all sanctioned events, namely, parade of Bands, J'ouvert, Kings, Queens, Individual Costume Competition, and Junior Carnival festivities, scheduled for week of October scheduled for the weeks of September 28 - October 7, 2018, in South Florida (individually and/or collectively, the "Event"), and for other good and valuable and consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby promise and agree as follows:

VOLUNTARY PARTICIPATION; ASSUMPTION OF RISK: In consideration of my consent to participate in my respective Band or to volunteer or work in the Event on behalf of MBOCHI, I hereby knowingly, freely and voluntarily agree to waive, release and discharge any and all claims, for damages for death, personal injury, or property damage that may have, or that may subsequently accrue to me as a result of my participation in the Event. I represent, warrant, covenant and agree that I am participating and/or volunteering and/or working with 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. The specific risks vary and may range from: minor injuries such as scratches, bruises, sprains, and the like, to 3) major injuries such as eye injuries, loss of vision, loss of limb, joint or back injury, Heart attack, and concussions, to 4) catastrophic injuries including death. I understand and appreciate that these and other risks are inherent in the above-listed events and activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risk. I further understand that I am ultimately responsible for my own safety.

IDEMNIFICATION. I hereby covenant and agree to Indemnify and hold MBOCHI harmless from and against any and all claims, injuries, damages, liabilities, losses and cost or expenses (including reasonable attorneys' fees) arising from or in connection with my acts, omissions, activities, conduct and participation in the Event. This indemnity includes claims based on the negligence (whether sole, active, passive, or gross) of MBOCHI, its officers, employees, agents, affiliates, and volunteers, but expressly does not include claims based on their intentional misconduct.

RELEASE AND WAIVER. I hereby release, waive, and covenant, not to, sue MBOCHI, its officers, directors, employees, agents, voltmeters, and affiliates, from any and all claims and/or liability resulting from any personal injury, accident or illness (including death), and/or property damage or loss, however caused by, arising from, or in any way related to, my participation in the Event. This release includes claims based on the negligence (whether sole, active, passive, or gross) of MBOCHI, its officers, employees, agents, affiliates, and volunteers. I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.

NO ADMISSION OF LIABILITY. Neither this Agreement and nor any of its provisions shall 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 MBOCHI. I further understand and agree that this Agreement contains the entire agreement between MBOCHI 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.

CONDUCT: I agree to follow all instructions, procedures, measures and directions given to me by my respective Band or from MBOCHI or any of its staff or representatives and understand that my failure to do so may result in property damage, injury or death to me or to a third party. I understand that my invitation to participate in recreational or other activities on the Properties maybe revoked at any time for any reason by the Band or any of its agents, managers, employees, or representatives.

PERMISSION TO USE LIKENESS/NAME: The undersigned further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting MBOCHI, and/or-its, events and activities, including those of its representatives assigns, and licenses.

SEVERABILITY: I understand that the foregoing waiver and assumption of risks agreement Is Intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof is held invalid it is agreed that the balance shall, not withstanding, continue in full legal force and effect and be binding on myself, my spouse, my heirs and personal representatives.

I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE MBOCHI AND ITS AFFILIATES, SUBSIDIARIES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, INSURERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM MY PARTICIPATION IN THE EVENT, INCLUDING ANY DEMAND, RIGHT OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE ON THE PART OF THE BAND), CONTRACT, WARRANTY, OR ANY OTHER THEORY OF RECOVERY, AT LAW OR INEQUITY, VESTED OR CONTINGENT, THAT I OR MY SPOUSE, FAMILY, PARENTS, CHILDREN, ESTATE, HEIRS, AGENTS, INSURERS, SUCCESSORS OR ASSIGNS MAY AT ANY TIME HAVE AS A RESULT OF MY PARTICIPATION IN THE EVENT. THIS ALSO INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING MY PARTICIPATION IN THE EVENT, WHETHER SUCH INJURY OR DAMAGE IS FORESEEN OR UNFORESEEN OR WHETHER RESULTING FROM NEGLIGENCE OR OTHERWISE.

Signature of Participant: _____

Printed Name: _____

Name of Band: Break Awaie Kru/The Zouk Collective

Signature of Parent/Guardian of Participant if Minor: _____

DATED: _____ 2018





The **ZoukCollective** in conjunction with **Break-Awae Kru**
 Present: "Rain Forests Revisited"
 Miami Fair Grounds

REGISTRATION FORM

Full Name _____ Contact Number _____
 Email _____
 Age 21 or over Yes No

Select Your Section (Circle One)

	Female	Male
Butterflies (All)	\$300.00	\$260.00
Golden Bowebird (Yellow)	\$350.00	\$260.00
Love Bird (Yellow/Green)	\$350.00	\$260.00
Pink Flamingo	\$375.00	\$300.00
Amazona Imperialis (sisserou)	\$375.00	\$260.00
Amazon Kingfisher	\$375.00	\$260.00
Pavo Cristatus (peacock)	\$375.00	\$300.00
Peacock Backline	\$300.00	\$260.00
Student Section (3)	\$200.00	\$175.00

Size Chart Reference for Both Male & Female

XS (24-28)	S (28-30)	M (31-34)	L (35-38)	XL (39-42)	2XL (44-46)
Ladies			Male		
Bra Size: _____			Chest Size: _____		
Hip Size: _____			Hip Size: _____		
Panty Size: _____			Pants Size: _____		

Signed: _____ Received By: _____
 Date: _____ Deposit Received: _____ Balance Due: _____

The Zouk Collective Carnival Group in conjunction with BAK in the Miami Broward Carnival 2018

Name: _____ Section: _____
 Deposit Received: _____ Balance Due: _____ Received By: _____

Please have this receipt or photo id with you when collecting costume.

By signing this registration form, I hereby release and hold harmless, The Zouk Collective, LLC., their agents and/or representatives, from any liability for personal injury arising out of my participation in Miami Broward Carnival on October 7, 2018. I understand that I am responsible for the payment of my selected costume as laid out in this registration form and I am in full understanding of the terms and conditions. I also authorize The Zouk Collective, LLC. and MBOCHCI and/or its agents, consignees, or accredited personnel to photograph, film, broadcast, record, videotape, me during the band's performance (including all individual portrayals) and to incorporate the performance in a live or delayed broadcast, videotape, Compact Disc, DVD or any such audiovisual fixation. The Zouk Collective, LLC. and MBOCHCI shall have the right to manufacture, sell distribute and otherwise utilize throughout the world via direct delivery, electronic media, Internet, or otherwise embodying the said performance.

A NON-REFUNDABLE deposit of \$50.00 for Backline or Male costumes and \$150 for Frontline costumes is required with a completed registration form. All balances will be due on or before September 17, 2018. ALL Deposits and/or payments are necessary to secure your costume and participation in The Zouk Collective, LLC Mas Band for Miami Broward Carnival 2018. Space is limited and costumes are on a first-come first serve basis. Please note that once you have selected and made a deposit for your section/costume, there will be no switching of costumes or costume pieces as each selection is designed specifically to your measurements. COSTUMES WILL BE DEFAULTED AS OF SEPTEMBER 19 2018 WITHOUT FULL PAYMENT AND WILL BE PLACED BACK INTO INVENTORY. NO EXCEPTIONS! ALL DEPOSITS ARE NON-REFUNDABLE OR NON-TRANSFERABLE.
ALL SALES FINAL!