HALLOWEEN FESTIVAL ACTVITIES PARTICIPATION AND RELEASE AGREEMENT

Solidarity Community Federal Credit Union (collectively "Solidarity") is hosting a Halloween Festival at its office located at 201 Southway Boulevard East, Kokomo, Indiana, 46902 ("Property"). As part of the Halloween Festival, attendees will have the opportunity to participate in a bounce house, monster truck rides, face painting, trunk or treat and other activities ("Festival Activities"). As consideration for Solidarity allowing me and/or Minor to participate in the Festival Activities and for other valuable consideration, I/we, individually, and where applicable as the parent(s) and/or legal guardian(s) of Minor, on behalf of Minor, as well as on behalf of our and Minor's heirs, next of kin, assigns, and personal representatives, do hereby acknowledge, understand and agree to the following:

Acknowledgment and Assumption of Risks: Access to the Property and/or participation in the Festival Activities can be strenuous, physically demanding and potentially hazardous and involves risks, known and unknown, inherent and otherwise, that cannot be eliminated and which can cause injury (physical, psychological and emotional), illness, paralysis or death to myself, Minor or other persons and/or property damage. Some, but by no means all, of the risks include: physical contact; tripping; falling; sliding; being struck or contacted by others, obvious or hidden premises conditions; known and unknown medical conditions and/or allergic reactions; the acts, omissions and negligence of other participants, volunteers, staff, employees, and third parties involved with the Halloween Festival; and/or equipment failure or misuse. I/we and Minor accept and assume full and sole responsibility for all risks, both known and unknown, related to our access to the Property and the Festival Activities and I/we/Minor is/are voluntarily participating in the Festival Activities with knowledge and acceptance of those risks.

Liability Release: Acknowledging that such risks exists, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Solidarity Community Federal Credit Union as well as its parent, affiliates, related entities, officers, directors, members, trustees, employees, representatives, agents, insurers, attorneys, owners, sponsors, volunteers, vendors, contractors and/or anyone else associated in any way with the Property and/or the Festival Activities (the "Released Parties"), from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees that I/we and/or Minor, or anyone on my/our or Minor's behalf, have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to my/our/Minor's access to the Property and/or participation in the Festival Activities. **This release includes any claims that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Indemnification: I further agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any action or proceeding from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees that I or anyone on my behalf (including but not limited to heirs, representatives or next of kin) have or might have for any death, injury, damage or claimed injury or damage arising out of, involving or relating to my/our/Minor's access to the Property and/or participation in the Festival Activities and/or failure to comply with the terms of this Agreement. **This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Medical Treatment Authorization: In the event I and/or Minor require medical assistance while accessing and/or participating in Festival Activities, I authorize Solidarity or anyone else involved with the Halloween Festival to secure first aid and/or the medical services on my and/or Minor's behalf and agree to assume any financial obligations incurred therewith. However, I/we acknowledge that Solidarity and anyone else involved with the Halloween Festival have no duty or obligation to provide such first aid, medical treatment or other assistance.

Representations and Agreement to Terms and Conditions: I/we, the undersigned, also represent that: (i) I am/we are at least eighteen (18) years old and the parent(s) or legal guardian(s) of Minor with the power and authority to act on behalf of Minor; (ii) have read this document; (iii) have been given an opportunity to ask questions about its contents and/or to seek the advice of an attorney; (iv) fully understand its contents and the waiver of my and Minor's legal rights contained therein; (v) understand that the above release is intended to be as broad as permitted by applicable law; and (vi) voluntarily, and without any inducement, agree to the terms and conditions set forth therein.

Governing Law and Venue: This document is governed by the laws of the State of Indiana. Any litigation between the parties relating to this Agreement shall be filed and litigated only in the Indiana Commercial Court located in Hamilton County, Indiana. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

Severability: If any clause, provision or section of this Agreement be held illegal or invalid by any Court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and in force as if such illegal or invalid clause, provision or section had not been contained herein.

READ CAREFULLY BEFORE SIGNING, YOUR LEGAL RIGHTS ARE AFFECTED

_____	_____	_____	_____
Print Minor's Name	Date of Birth (Age)	Minor Signature	Date
_____	_____	_____	_____
Print Parent/Guardian Name	Date of Birth (Age)	Parent and/or Guardian of Minor Signature	Date
_____	_____	_____	_____
Print Parent/Guardian Name	Date of Birth (Age)	Parent and/or Guardian of Minor Signature	Date