SAINT JOE PICKLE FESTIVAL 2026 BOUNCE HOUSE AREA

Participant Release of Liability, Waiver, and Indemnity Agreement

1. I hereby certify that I am over 18 years of age and competent to execute this release. Those not over 18 years of age must have a parent or legal guardian countersign this release.
2. Released Parties. "Released Parties" refers to the Saint Joe Pickle Festival, Saldivar Rentals, Sechler's Pickles, Inc., the Town of St. Joe and any of its affiliates, agents, employees, independent contractors, officers, directors, members, managers, volunteers, insurers, attorneys, heirs, predecessors, successors, administrators, assigns and any other person or entity in any way associated with the Saint Joe Pickle Festival, Saldivar Rentals, Sechler's Pickles, Inc., or the Town of St. Joe.
3. Festival. "Festival" means the 2026 Pickle Festival FREE Bounce Area during St Joe Pickle Festival 2026_____, in St. Joe, Indiana, including all preparation and construction for the Festival, whether before or after the Festival opens or closes, which are in any manner related to or part of the Festival.
4. Release and Consideration. AS LAWFUL CONSIDERATION FOR MY BEING ALLOWED TO PARTICIPATE IN THE FESTIVAL:
    a. I, on behalf of myself (and on behalf of my executors, administrators, heirs, next of kin, successors, assign, and anyone claiming any interest in them), hereby KNOWINGLY, INTENTIONALLY AND VOLUNTARILY ASSUME ALL OF THE RISKS AND LIABILITY ARISING FROM BY PARTICIPATION IN THE FESTIVAL AND HEREBY WAIVE, RELEASE, INDEMNIFY AND AGREE TO HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES AND LIABILITY (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COSTS), that I, my family, heirs, successors, assigns and anyone claiming any interest through me, MAY HAVE FOR ANY INJURY, DEATH, HARM OR PROPERTY DAMAGE CAUSED TO ME OR BY ME OR BY OTHERS ACTING ON MY BEHALF, ARISING OUT OF MY PARTICIPATION IN THE FESTIVAL. I acknowledge and agree that the liability I am hereby assuming may arise from negligence or carelessness on the part of the Released Parties.
    b. I personally assume all risks, whether foreseen or unforeseen, in connection with my participation in the Festival, for any harm, injury, or damage that may befall me while I participate in the Festival, including the risk of negligence or any party or participant including, Festival vendors, exhibitor and/or volunteers.
    c. In consideration of my participation in the Festival, I hereby acknowledge and agree that I am a knowing, willful and willing participant, that this Agreement may be used by the Released Parties, and any of their respective directors, officers, employees or agents, as well as by the venues and event sponsors or organizers, in any action arising from activities related to Festival events in which I participate, with this Release of Liability, Waiver and Indemnity Agreement.
    d. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS FORM IS A, RELEASE OF LIABILITY, WAIVER, AND INDEMNITY AGREEMENT AND A LEGALLY BINDING CONTRACT WHICH I AM SIGNING OF MY OWN FREE WILL.
    e. I understand and agree that the Released Parties may NOT be held liable or responsible in any way to me or my family, heirs, successors, assigns, or anyone claiming any interest through me, for any injury, death, or other damage that may occur as a result of my participation on the Festival or as a result of the negligence of any participant or party, including, but not limited to, the Released Parties.
    f. By signing this document, it is my intent to release, waive, hold harmless and indemnify all of the Released Parties from all liability, claims or causes of action connected with my participation in the Festival, and to personally assume all risk of injury or death. I UNDERSTAND THAT THE TERMS OF THIS DOCUMENT ARE CONTRACTUAL AND NOT A MERE RECITAL AND UNDERSTAND THAT I WOULD NOT BE PERMITTED TO PARTICIPATE IN THE FESTIVAL WITHOUT ENTERING INTO THIS AGREEMENT. I HAVE SIGNED THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL.

5. Model/Photograph Release. I understand that my participation in the Festival may be photographed and promoted by the Saint Joe Pickle Festival, or any other organization or individual involved with the creation or promotion of the Festival, and in consideration for permission to participate in the Festival, I hereby give permission to the Released Parties to use my likeness for any purpose whatsoever. I RELEASE THE SAINT JOE PICKLE FESTIVAL, Saldivar Rentals, Sechler's Pickles, INC AND THE TOWN OF ST. JOE AND ANY PHOTOGRAPHERS, THEIR OFFICER, EMPLOYEES, AGENTS, AND DESIGNEES FROM LIABILITY FOR ANY VIOLATION OF ANY PERSONAL OR PROPRIETARY RIGHT I MAY HAVE IN CONNECTION WITH SUCH USE.
6. Severability. If any provision of the document is held to be invalid or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall be deemed amended to conform to the requirements of the law, so as to be valid and enforceable. Or if it cannot be amended without materially altering the intention of the parties, it shall be stricken, and the remainder of this Agreement shall remain in full force and effect. It is the intent and purpose of the Agreement to provide the broadest possible release of claims and causes of action in favor of the Released Parties, and any ambiguity shall be construed in light of this purpose.
7. Miscellaneous. I have read and understood this Agreement and I am voluntarily signing this Agreement on behalf of myself and my heirs. I understand that by signing this Agreement I am waiving important legal rights on my behalf and on behalf of my family and heirs. I expressly acknowledge that I have had the opportunity to consult with legal counsel before signing this Agreement.

8. I hereby consent to any hospital care or medical or surgical diagnosis or treatment which may be necessary as a result of my participation in the Festival. I am solely responsible for all applicable charges for any such medical diagnosis or treatment and represent that I either have insurance coverage adequate to cover such expenses or am financially capable of paying for such expenses. If I become incapacitated and am unable to give consent for medical treatment, I hereby grant all appropriate medical personnel permission to perform any medical treatment they deem appropriate.
9. This document shall be governed by and interpreted under the laws of the State of Indiana, without regard to conflict of law provisions. If any lawsuit or claim is brought arising from my participation in the Festival, I agree that the exclusive jurisdiction and venue for such suit shall be in DeKalb County, in the State of Indiana, and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled.

By signing this Agreement, you agree that you are at least 18 years of age and have read, understood and agreed to the terms and conditions of this Agreement.

_____
Signature

_____
Printed Name

_____
Date

IF RELEASOR IS UNDER THE AGE OF 18 YEARS:

I hereby certify that I am the parent/natural guardian or legal guardian of the Participant and acting in such capacity hereby acknowledge and agree to each of the releases, waivers, and other agreements set out above in the RELEASE OF LIABILITY, WAIVER, AND INDEMNITY AGREEMENT. I hereby agree to hold harmless and indemnify the Released Parties and all other participants, from and against any and all liability and responsibility for any and all injury or harm caused by or to the above named Participant or to others acting on the Participant's behalf and for any defect in or lack of such capacity to so act and hereby release said parties on behalf of the minor and the parent or legal guardian.

_____ _____
Signature of Parent or Legal Guardian Name of Minor

_____
_ Printed Name & Phone Number

_____
Date