Agreement for Assumption of Risk, Indemnification, and Release, for Band Participants

Event: MIAMI J'OUVERT AND/OR CARNIVAL on October 11th &12th, 2025

Band: POSH LIME JOUVERT/ DUTTY REVEL/ RN CARNIVAL

Printed Name of Participant: _____

In consideration of the Band's consent to allow me to participate in any or all recreational or other activities related to South Florida Carnival Band Leaders Association, Inc. (including without limitation, Miami Carnival Showcase, Modeling Events, festivities), 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 recreational or other activities offered, afforded, or sponsored by the Band.

Assumption of Risk: I understand that the South Florida Carnival Band Leaders Association, Inc., by its very nature, includes certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, and may range from: 1) minor injuries such as scratches, bruises, sprains, and the like, to 2) major injuries such as loss of hearing, eye injuries, loss of vision, loss of limb, joint or back injury, heart attack, and concussions, to 3) 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 risks. I further understand that I am ultimately responsible for my own safety.**

Hold Harmless and Indemnification: I agree, for myself, my heirs, personal representatives or assigns, to defend, hold harmless, and indemnify, the South Florida Carnival Band Leaders Association, the Band, its officers, directors, employees, agents, volunteers, and affiliates, from and against any and all claims, demands, actions, suits, procedures, causes of action, damages, costs (including reasonable attorneys fees) and expenses that may result from or is in any way related to my participation in the South Florida Carnival Band Leaders Association, Inc. This indemnity includes claims based on the negligence (whether sole, active, passive, or gross) of the Band, 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 the South Florida Carnival Band Leaders Association, the Band, its officers, directors, employees, agents, volunteers, and affiliates, from and for 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 Miami Carnival Showcase. This release includes claims based on the negligence (whether sole, active, passive, or gross) of the SFCBLA, the Band, 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.

Conduct: I agree to follow all instructions, procedures, measures and directions given to me by the Band or any of its staff or representatives and understand that my failure to do so may result in property damage or 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 may be 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 the South Florida Carnival Band Leaders Association, the Miami Carnival Showcase or the Band, and/or its, events and activities, including those of its representatives, assigns, and licensees.

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 law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, 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 INDEMINIFY IN ADVANCE THE BAND 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 ANY AND ALL RECREATIONAL OR OTHER ACTIVITIES DURING OR ASSOCIATED WITH SOUTH FLORIDA CARNIVAL BAND LEADERS ASSOCIATION, INC, 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 RECREATIONAL OR OTHER ACTIVITIES DURING OR ASSOCIATED WITH SOUTH FLORIDA CARNIVAL BAND LEADERS ASSOCIATION, INC. 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 RECREATIONAL OR OTHER ACTIVITIES DURING OR ASSOCIATED WITH SOUTH FLORIDA CARNIVAL BAND LEADERS ASSOCIATION, INC, WHETHER SUCH INJURY OR DAMAGE IS FORESEEN OR UNFORESEEN OR WHETHER RESULTING FROM NEGLIGENCE OR OTHERWISE.

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Signature of Participant

_____

Signature of Parent/Guardian of Participant if Minor

MEDICAL ACKNOWLEDGMENT AND RELEASE.

I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheadedness, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

As a participant, volunteer, or attendee, You recognize that your participation, involvement and/or attendance at any SFCBLA Miami Carnival 2025 event or activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, You acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the South Florida Carnival Band Leaders Association, Inc., including its member bands and/or Miami Carnival Host Committee, Inc.(b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Signature:_____ Date:_____

HANDMADE DISCLAIMER AND NO REFUND POLICY

Please note that all our carnival costumes are meticulously handmade by master artisans one piece at a time. Due to this process, there may be a slight variation from one item to the next and slight variations from the sample costume pictured. Such variations are inherent in the manufacturing of handmade products, so you may expect minor distinctions that will make your purchase special and truly one of a kind. **Once an item is purchased, no refunds are accepted**. This is due to cost of materials and other expenses as each piece are planned, designed, customized, crafted and purchased to meet production and delivery deadlines.

Signature:_____ Date:_____

PHOTO RELEASE FORM

I, _____
hereby agree and consent as follows.

A. I consent and authorize POSH LIME JOUVERT/ RN CARNIVAL / DUTTY REVEL, located at 12926 SW 88TH LN, MIAMI, FL 33186 to use my likeness in any photograph, video or other digital media ("Photos") in any and all of its publications, including print or web based publications.

B. I irrevocably authorize POSH LIME JOUVERT/ R N CARNIVAL / DUTTY REVEL to copy, edit, enhance, crop, or otherwise alter any Photo for use in their publications. I also waive any rights for approval or inspection of any Photos.

C. I understand and agree that all Photos are the property of POSH LIME JOUVERT/ R N CARNIVAL / DUTTY REVEL, and will not be returned to me.

D. I acknowledge that I am not entitled to any compensation or royalties with respect to the use of the Photos.

E. I agree to release and forever discharge POSH LIME JOUVERT/ R N CARNIVAL / DUTTY REVEL and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them, in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature or kind, known or unknown, which I, and anyone claiming on behalf of me, may have or claim to have against Releasee in connection with this Release.

F. I have carefully read and fully understand all the provisions of this Photo Release Form and am freely, knowingly and voluntarily signing.

SIGNATURES

_____ _____

Signature of Releasor Date

_____ _____

Printed Name of Releasor Signature of Parent or Guardian if Minor

_____ _____

Printed Name of Parent or Guardian Signature of Parent or Guardian Date