INDEMNITY AND RELEASE AGREEMENT

This Indemnity and Release Agreement ("Agreement") is entered into as of the date set forth below by and between Fiesta Events, Inc., an Arizona nonprofit corporation, the Arizona Sports Foundation, dba Fiesta Bowl (Fiesta Events, Inc. and Arizona Sports Foundation are collectively referred to herein as the ("Fiesta Bowl") and the undersigned Indemnitor ("Indemnitor")

RECITALS:

A. Indemnitor desires to participate in the Fiesta Bowl Parade to be held on Central Avenue in Phoenix, Arizona (the "Parade").

B. As a condition to its entry in the Parade, the Fiesta Bowl has required the Indemnitor to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, Indemnitor hereby agrees as follows:

1. Indemnification. To the fullest extent permitted by law, Indemnitor agrees to protect, indemnity, defend and save harmless the Fiesta Bowl, its directors, officers, agents, employees and volunteers for, from and against any and all liability, expense or damage of any kind or nature and for, from and against any suits, claims or demands, including reasonable legal fees and expenses on the account of any matter or thing or action or failure to act by the Fiesta Bowl, arising out of or related to the Indemnitor's participation in the Parade. Upon receiving knowledge of any suit, claim or demand asserted by a third party that the Fiesta Bowl believes is covered by this Agreement, the Fiesta Bowl shall give Indemnitor notice of the matter and an opportunity to defend it, at Indemnitor's sole cost and expense, with legal counsel satisfactory to the Fiesta Bowl. The Fiesta Bowl may also require Indemnitor to so defend this matter. The obligations on the part of Indemnitor under this paragraph shall survive the occurrence of the Parade.

2. Release. Indemnitor and all of its successors, heirs, personal representatives and assigns hereby fully releases and forever discharges the Fiesta Bowl, its directors, officers, agents, employees and volunteers for, from and against any and all claims, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever that Indemnitor may have, or will have, whether known or unknown, asserted or unasserted, by reason of any matter, cause of thing arising out of Parade. INDEMNITOR HEREBY ACKNOWLEDGES THAT IT MAY BE SUBJECT TO CERTAIN RISKS BY ITS ENTRY IN THE PARADE AND THAT INDEMNITOR HEREBY AGREES TO ASSUME ALL SUCH RISKS AND LIABILITIES ARISING THEREFROM.

3. Miscellaneous. This agreement shall be construed in accordance with the laws of the State of Arizona. This Agreement shall be in addition to any insurance requirements placed upon Indemnitor by the Fiesta Bowl. This Agreement may not be amended without the prior written agreement of both the Fiesta Bowl and Indemnitor. This Agreement shall be binding upon, and inure to the benefit of Indemnitor and its successors and assigns.

I hereby agree that **my signature acts on behalf of all members in my group**. I understand that if any members are **under the age of 18, they must have a parent or guardian** sign a separate form on their behalf.

_____
Printed Name “Indemnitor”

_____
Group or Company

_____
Signature Date

_____
Parent/Guardian Signature Date
(If member is under 18)