

Get your
polka on!



ADDISON
oktoberfest
SEPTEMBER 17-20, 2009

Authentic German
Food & Music
in Addison Circle Park

Addison!
1.800.ADDISON

POLKA-THON REGISTRATION

Contestant Name _____

Address _____

City _____ State _____ Zip _____

Email _____ Phone Number _____

Contestant Information Male Female Age _____

ACKNOWLEDGMENT

I HAVE READ THE RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND PARTICIPANT'S CODE OF CONDUCT, HAVE FULLY INFORMED MYSELF OF ITS CONTENTS BEFORE I HAVE SIGNED IT, AND I UNDERSTAND ITS TERMS AND CONDITIONS. I have not relied upon any representations made by the Town or any other Addison Persons in signing this Release. I further certify that I am at least twenty one (21) years of age, am in sound mental health and fully competent, and am fully capable of making this Release.

Signature _____

Date _____

RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

(Oktoberfest Games – Adult)

Participant desires and voluntarily chooses to participate in the Addison Oktoberfest Polka-thon event (“Oktoberfest Games”) to be held Thursday, September 10, 2009 at Addison Circle Park, located in the Town of Addison, Texas (the “Town”).

Participant has been informed and understands that the Oktoberfest games might require physical exertion, activity and exercise on my part. Participant has been advised and understands that participant must be in good health to participate in the Oktoberfest games, and that if at any time during participant’s participation the participant experiences any discomfort, dizziness, fainting, or other similar symptoms, or any other pain or discomfort whatsoever, or have any concern about participant’s health, the participant will discontinue participation in the Oktoberfest games and consult a physician.

The participant represents and acknowledges that participant can fully participate in the Oktoberfest games, and is fully aware of, understands and accepts the risks involved, and hereby elects to voluntarily participate in the Oktoberfest games and to engage in the Oktoberfest Games knowing that the activity may be hazardous to the participant.

In consideration of the privilege of the participant’s participation in the Oktoberfest games, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the Town to allow the participant to participate in the Oktoberfest Games, participant voluntarily choose to participate in the Oktoberfest games, and does hereby **AGREE TO AND ASSUME ANY AND ALL RISKS with respect to any loss, harm, injury (including death), accident, incident, action, occurrence or activity which may occur in connection with the Oktoberfest Games, and does hereby RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE** the Town of Addison, Texas and the elected officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison being each an “Addison Person” and collectively the “Addison Persons”) from, and does **COVENANT NOT TO SUE** the Addison Persons (or any of them) for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys fees and court costs) whatsoever for or related to any illness or injury of any kind or nature whatsoever (including, without limitation, death), or any damage to or destruction of any property, or any other harm or loss whatsoever, (collectively, “Claims”), which participant may sustain or suffer in connection with or related to participation in the Oktoberfest Games, **INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

UNDERSIGNED’S INDEMNITY OBLIGATION. For the consideration as set forth and described above, participant hereby agrees to **FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS** the Addison Persons and each of them from and against any and all Claims that arise out of, result from, or relate to participant’s representations herein made and participation in the Oktoberfest Games. **SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Participant further understands, acknowledges, and agrees that the Town and all other Addison Persons are and will not be responsible or liable for any medical costs or expenses of any kind whatsoever associated with or related to any injury or damage that participant may sustain or suffer in connection with or related to participation in the Oktoberfest games. Participant also understands that participant should, and is urged by the Town, to obtain adequate health, medical, and accident insurance to cover any injury or harm to participant that may be sustained during or in connection with the Oktoberfest games.

It is participant's express intent that this Release, Waiver of Liability, and Indemnity Agreement ("Release") shall and does bind all of the members of participant's family (to which participant is related, whether by affinity or by consanguinity) (my "Family"), if participant is alive, and participant's heirs, assigns, successors and personal representative(s) (participant's "Heirs"), if participant is not alive, and shall be deemed as a RELEASE, WAIVER, ACQUITTAL, AND DISCHARGE OF, AND COVENANT NOT TO SUE, the above named Addison Persons, or any of them, as set forth in this Release for any and all purposes by participant's Family and participant's Heirs. It is further agreed that the execution of this Release and the conduct of the Oktoberfest games and Oktoberfest does not and shall not constitute a waiver by the Addison Persons or any of them of any immunity or defense or tort limitation of any kind, or any other defense, claim, cause of action or assertion of any kind or nature whatsoever.

PARTICIPANT UNDERSTANDS THAT THIS IS A LEGAL DOCUMENT AND THAT BY ACKNOWLEDGING IT'S RECEIPT WITH A SIGNATURE ON THE POLKATHON REGISTRATION FORM PARTICIPANT IS GIVING UP PARTICIPANT'S RIGHT TO SUE OR OTHERWISE MAKE A CLAIM against the Town and the other Addison Persons for any loss, damage or injury (including, without limitation, death) which may arise or which participant may incur during my participation in and attendance at the Oktoberfest Games. The provisions of this Release are severable, and if any provision hereof is held to be illegal, invalid or unenforceable under present or future constitution or laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. This Release shall be construed according to the laws of the State of Texas (without reference to its conflict of laws provisions), and exclusive venue for any action under this Release lies in Dallas County, Texas.

Participant's Code of Conduct:

Participant recognizes, acknowledges, and agrees that Polka-thon is a family-oriented event for entertainment purposes only, and is not a religious or political event (and is not an event that promotes or suggests any religious or political agenda).

Participant agrees to perform in the Oktoberfest games and its services accordingly, and shall limit all content to family-oriented content and will not make religious or political statements or promote, suggest or reference a religious or political agenda, and shall not use profanity of any kind.

Participant recognizes, acknowledges, and agrees that the Town of Addison or its representative has the right to decline any participant for any reason, including but not limited to including content that is not family-oriented or performing in a manner that is not family-oriented.

If participant violates this Code of Conduct, the participant will no longer be eligible to win any of the game's prizes.