

**WAIMEA COMMUNITY ASSOCIATION
CHRISTMAS TWILIGHT PARADE
SATURDAY, DECEMBER 3, 2011**

**INDEMNITY AND HOLD HARMLESS AGREEMENT
(One form for each participant required!)**

Waimea Community Association Christmas Parade Committee
c/o P. O. Box 783
Kamuela, Hawaii 96743

or email to: lolsen@hawaii.rr.com

Ladies and Gentlemen:

You, Waimea Community Association, Rotary Club of North Hawaii, Rotary International, Puna Plantation Hawaii, Ltd., Waimea Center, KTA SuperStores, American Savings Bank, Parker School, Parker School Trust Corp. DBA Waimea Community Education, HFS Federal Credit Union, Lokahi Giving Project, Bank of Hawaii, as Trustee of the Richard Smart Article 20 Trust, W.M. Keck Observatory, Waimea Middle School, County of Hawaii and Waimea Instant Printing - have agreed to allow my/our participation in the **51st ANNUAL WAIMEA CHRISTMAS TWILIGHT PARADE** to be held on Saturday, December 3, 2011. Your commitment to me/us requires, as a condition precedent to our participation, that we execute and deliver an undertaking by me/us to indemnify and hold you and your agents harmless against any and all claims, liability, damage and expense which you might incur in connection with or arising out of my/our participation in the parade, including, without limitation, any injury sustained by me/us or by anyone involved with or watching the parade, caused by me/us.

In consideration of allowing my/our participation, I/we hereby agree that we will indemnify and hold you harmless against any and all such claims, liability, damages and expenses. Said expenses referred to above include but are not limited to, all costs and reasonable attorney's fees that might be incurred by you in connection therewith or arising therefrom.

Without limiting the generality of the foregoing, I/we agree that in the event any such liability or damage is asserted, I/we will, upon a tender by you, undertake and assume the defense of all such allegations and claims through an attorney or attorneys approved in advance by you and the fees and costs of said attorney(s) and defense shall be paid currently by me/us.

Very truly yours,

Signed (Legal Name)

Print (Legal Name)

Organization/Entry Name

Date

Parent(s) or Guardian Signature (if applicant is a minor, under 18 years of age)