Please read all details of the following contract carefully.

Key Dates, Requirements & Reminders:

1) Questions: Email celebration@pridehouston.org
2) Distribution of site maps via email and website: April 15, 2027
3) **Standard Parade Check In @ 2 pm (Saturday, June 26, 2027)**
    a. Distribution of detailed directions & instructions via email and website: April 15, 2027
4) All Parade Participants must have a banner 5ft wide x 2 ft long at a minimum at the front of their contingent.
    a. Banner should clearly display the business name.
    b. All Parade participants will need two walkers to carry their banner.
5) Festival Set Up
    a. Friday Night, June 25, 2027 @ 7 pm – 10 pm
    b. Saturday Morning, June 26, 2027 @ 5 am – 10 am
    c. Distribution of detailed directions & instructions via email and website: April 15, 2027
    d. Bring fans, water, and/or snacks for your personal consumption.
    e. Bringing a 150 ft heavy-duty grounded outdoor extension cable is recommended.
    f. Participants whose electrical needs exceed (1) 20-amp, 110-volt circuit should email celebration@pridehouston.org to purchase additional wattage.
    g. One (1) table, one (1) 10x10 tent and two (2) chairs will be provided; please email celebration@pridehouston.org for additional or indicate on the registration if you are bringing your own.
6) Mandatory Meeting – Only one must be attended.
    a. Friday, March 5, 2027 – 6:30PM
    b. Tuesday, March 23, 2027 – 6:30PM
    c. Tuesday, April 6, 2027
    d. Friday, April 23, 2027
    e. Tuesday, May 4, 2027
    f. Friday, May 28, 2027
    g. Tuesday, June 15, 2027

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/279476082975910?p=DhewJ18GpSBaGUUuj6
Meeting ID: 279 476 082 975 910
Passcode: Nt9m6CB7

_____(Participants Initials)

PRIDE HOUSTON, INC: CELEBRATION PARTICIPANT AGREEMENT

This is a legally binding Agreement. Please read it carefully. This Agreement sets forth the agreement between you, as a participating individual, organization, or business, and Pride Houston, Inc. in the Houston Pride Celebration. Please initial each page, including the last page. Also, please sign and date on the last page.

Print the Name of Individual/Organization/Business/Corporation or Entity below:

_____("Participant")

Address: _____

City: _____State: _____Zip: _____

Primary Contact: _____

Position: _____

Mobile Phone: _____E-mail: _____

THIS PARTICIPANT AGREEMENT (this "Agreement") dated as of the "Effective Date" is entered into by and between **Pride Houston, Inc**, a Texas not-for-profit organization ("Pride"), and the Participant. Pride and the Participant may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, **Pride** shall develop, promote, produce, and conduct the annual Festival and Parade, the Houston LGBT+ Pride Celebration© ("Celebration"), which shall be held in and around a fifty (50) mile radius of the Greater Downtown Houston Metro Area, Texas ("Celebration Location"), on **Saturday, June 26, 2027**.

WHEREAS, the Celebration shall be designed for and promoted to the lesbian, gay, bisexual, transgender, queer, questioning, intersex, ally, asexual and various other individuals collectively known as the LGBTQIAA+ community in and around Houston, Texas; and

WHEREAS, as described and pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

General Terms & Conditions

1. **Purposes**. This Agreement affirms that the individual, organization, agency or business named above, and individuals participating in and on behalf of the above Participant are in accord with the purpose and objectives of Pride's *Mission & Vision: "Pride Houston will support, educate and promote the*

LGBTQIA+ community in order to commemorate our history and advocate our rights for current and future generations by producing Pride events that represent our diverse community. Pride Houston will inspire pride and change for the future while acting as a central resource of engagement dedicated to providing an environment of service, value, diversity, and equity to all members of the LGBTQIA+ community year round."

2. **Binding Effect**. The signature on this Agreement binds all officers, members, agents, employees, volunteers, representatives, and all other individuals ("Agents") representing the Participant for Celebration, and the person signing it represents and warrants that they have the authority to bind the Participant to this Agreement. The Participant agrees to inform its Agents about and make certain that they abide by all policies, regulations, and guidelines concerning the Celebration, and agrees to follow the instructions of Pride, its staff and volunteers.

3. **Non-Discrimination**. Signature of this Agreement also represents and warrants that the Participant does not discriminate in hiring, employment, participation, or services rendered based on the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, gender expression, domestic partner status, marital status, disability, HIV status or any other status prohibited by applicable jurisdiction law.

4. **No Third-Party Sponsorships and/or Reassignments.** Signature of this Agreement further affirms that the Participant is not sponsored by any third party. The Participant shall not display or distribute logos, trademarks, products, advertising, banners, or promotional materials from any third-party individual, organization, or business. Third parties are defined as an individual, organization, business, or other entity other than the named Participant. No Celebration entry may be reassigned to a third party.

5. **Right to Participate Revocable.** Pride has legal possession and control of the Celebration Site and the surrounding closed streets on the Celebration dates, pursuant to approved street closure with the City of Houston. Pride reserves the right to remove any person or Participant from the assembly area, staging area, from the Celebration Site or other Celebration activities, who, in Pride's sole discretion, hinders the safety or progress of the Celebration, or places other participants or spectators in physical danger, or whose participation is inconsistent with the purposes and objectives of the Celebration. Pride additionally reserves the right to publish this signed agreement, in whole or in part, in support of its purposes and objectives. Pride reserves the right to bar any Participant; thereby, voiding the Participant's registration and Agreement. In the event, a Participant is barred or removed from Celebration, any funds that have been collected from the Participant will be returned to the Participant, minus processing fees, except in cases of Participant's gross misconduct, negligence, or breach of the Agreement.

_____(Participants Initials)

Pride may remove any person or Participant for any reason and without cause, including but not limited to:

a. The Participant is found to have falsified any of the statements contained in the Agreement or online registration application;
b. The Participant is found to have changed or added to the use described in the Agreement or online registration application;
c. The Participant creates a nuisance to Pride, its Licensees, and/or its guests;
d. The Participant fails to follow the Pride Participant Agreement; or
e. The Participant's use of the premises interferes with the orderly, safe, and successful conduct of the Celebration.
f. The Participant in Pride's opinion is offensive and violates any Celebration regulation or applicable jurisdiction law.

6. **Participant Duties**. The Participant agrees, in addition to all other terms of this Agreement:
   a. To furnish all equipment, inventory, supplies, and personnel necessary for participation in Celebration;
   b. To be checked in according to the details to be emailed prior to the Celebration Date.
   c. Participants that are not checked in, set-up and occupying their assigned spaces by the times on the day of the Celebration communicated will be considered a no-show.
   d. Any no-show will:
      i. **Not be eligible for a refund**
   e. To leave their space and the surrounding area clean and clear of refuse, debris, and litter, even in the event that weather problems or other force majeure events that interrupt or force the cancellation of the Celebration.
   f. Participant space and fees are non-transferable, and no Participant space may be reassigned to a third party;
   g. To sell or give away only the item(s) as described in the online registration application;
   h. To provide all requested support documentation with the understanding that access to the Celebration Site will be denied without it;
   i. To comply with the Pride's Agreement and the requests of its Board, staff, event volunteers, security personnel, and other Pride representatives before, during, and after the Celebration.

7. **General Guidelines**
   a. Participants must agree to the Agreement herein and are responsible for informing all Participants' Agents of these guidelines.
   b. Participants agree to support the goals of Pride Houston as described in its Mission & Vision Statement.
   c. All of the Participant's contact information must be complete and verifiable. Any registration application containing questionable, incomplete, or missing Participant contact information, online registration application, supporting documentation, or fees will be considered incomplete and will delay or prevent the processing of the online registration application. Once

the Agreement and online registration application is approved by Pride, the Participant will be known as a Celebration Participant.

d. Participant placement is generally assigned at the discretion of Pride.
e. **A representative of each Participant must attend the Mandatory Celebration Meeting in-person or virtually**. Any applicant who fails to attend the Mandatory Celebration Meeting will be subject to removal from the Celebration and will forfeit any applicable fees.
f. Towing charges for any Participant vehicle that becomes disabled and/or delays Celebration will be at the Participant's expense.
g. No propane tank usage or alcohol sales allowed.
h. As it is impossible to anticipate every situation that may arise, any conduct that violates any statute of the State of Texas, ordinance of the City of Houston, or other applicable jurisdictional law will be tolerated and will be prohibited from participating in Celebration.

8. **Festival Participants**
   a. Electricity: Pride will provide one (1) 20-amp, 110-volt circuit for each Participant's assigned space. Participants must provide their own lighting fixtures, additional outlets, fans, and a minimum of 150 feet of heavy-duty grounded outdoor extension cables to reach electric service. No light-duty cords.
   b. Electrical Needs: Participants whose electrical needs exceed (1) 20-amp, 110-volt circuit should email celebration@pridehouston.org to purchase additional wattage. Failure to do so will result in the inability of Pride to incorporate the Participant's needs into the electrical design of Celebration, and the Participant will not be supplied with additional electricity wattage.
   c. Pride will provide one table and two chairs. Participants are responsible for bringing any additional tables and/or chairs must email celebration@pridehouston.org.

9. **Parade Participants**
   a. All vehicles in each Participant space must be able to navigate the entire Parade route and make all turns required without difficulty. All vehicles are required to be in good operating condition. In the event of a vehicle malfunction, the vehicle must be moved immediately out of or through the Parade route.
   b. A Parade Participant space is 10 feet wide by 40 feet long. Participants must purchase additional spaces if walking or vehicle contingents exceed the maximum space width and length, the maximum number of vehicles, or the maximum number of walking contingents.
   c. Even if additional space is purchased, a single vehicle cannot be wider than 10 feet, longer than 60 feet, or higher than 13 feet.
   d. Each Participant with a contingent of type vehicle may only have 50 walking participants.
   e. Each Participant with a contingent of type vehicle must have wheel monitors (walkers) at each side of every participating vehicle. Each Participant with a contingent of type walking must have contingent monitors (walkers) at each corner of the contingent space. Spaces that are both vehicle and walking must have the required wheel and contingent monitors. Their role is to 1) assist in safety, specifically keeping the area in

front and behind of vehicles clear of pedestrians; 2) assist in the movement and pacing of the parade.

f. Walking contingents without vehicles are limited to a maximum of 100 walkers.
g. Each Participant must have a 5ft x 2ft banner at a minimum in front of their contingent.
h. All Participants with vehicles must have someone who has a key to the vehicle and is able to move the vehicle in the event the vehicle must be moved.
i. Radiators of all vehicles and floats must remain uncovered to prevent overheating and stalling.
j. No vehicle may have wheels that extend beyond fenders or other guards.
k. Exposed wheels on all floats, vehicles pulling floats, and decorated vehicles must be covered.
l. Pride Houston requires two (2) Wheel Monitors (Walkers), one at each left and right side of each vehicle for the entire length of the parade route, and four (4) Contingent Monitors (Walkers) for walking contingents. If a vehicle has more than two (2) axles, then additional two (2) Wheel Monitors must be added per additional axle.
m. In order to better facilitate parade announcements and TV coverage, a sign or banner providing the name of the Participant must precede each contingent in the parade or the contingent shall have the name prominently displayed on their vehicle. Participants are encouraged to display their identity through a variety of visual media, balloons, flags or T-shirts.
n. Participants should perform or move continuously and consistently throughout the Parade without impeding the flow or progression of the Parade. At no point is a Participant allowed to stop along the parade route. All contingents are required to maintain a continuous forward motion during the parade. No stopping unless directed by Pride staff. NO GAPS between parade contingents of more than 20 feet.
o. All Participants, including walking Participants, must display some type of lighting.
p. All motorized parade Participants must carry a "type ABC" fire extinguisher as required by the City of Houston Fire Marshal. Parade Participants lacking such fire extinguishers, by the start of the Parade, will not be allowed to participate and will forfeit any applicable fees.
q. Pride and Pride representatives have the right to enter any float and/or vehicle at any time for inspection to ensure compliance with the Agreement.
r. All Parade Participants are to be checked in and set up no later than 10:00 AM CST and be occupying the space(s) in the staging area assigned to the Participant by 5:00 PM CST on the day of Celebration, according to the schedule provided by Pride. Participants not "set to go" by 5:00 PM CST may be denied participation and will forfeit any applicable fees.
s. Participants will not solicit money or pledges along the parade route.
t. Participants are allowed to briefly test their music in the parade staging area, but must then keep it turned off until the parade route entry point.
u. Any litter created in the staging area must be cleaned up and discarded properly.

_____(Participants Initials)

10. **Legislative Agendas and Candidates**
    a. Pride has a long history of empowering the LGBT+ Community and providing a venue for freedom of expression. This tradition is and has always been subject to the regulations which we must observe in relation to political activity in order to preserve the 501(c)(3) charitable status for Pride Houston.
    b. Political statements or endorsements made by Participants at Celebration are not the opinions expressed by Pride; nor does Pride contribute financially to the signage or display of these opinions.

11. **Item Distribution**
    a. Items to be thrown or distributed during the Celebration must have been previously approved by Pride prior to the Mandatory Celebration Meeting. Items not approved by Pride by the Mandatory Celebration Meeting cannot be distributed.
    b. Items distributed by the Participant must have some intrinsic value, providing enough enticement for spectators to keep the item rather than tossing it on the ground.
    c. Participants must submit a description of items to be distributed during Celebration.
    d. Literature, glitter, stickers, confetti, streamers, edible items, water balloons, water guns, paper fans, any other paper products or materials, and/or items not approved by Pride are banned from being thrown during the Parade. Participants will be invoiced a penalty fee of $150 USD (one hundred fifty US Dollars) per infraction, may be pulled from the parade route and all fees will be forfeited. Participants may also be subject to an additional charge for clean-up costs and/or suspension from future parade participation at the discretion of Pride.

12. **Dress and Behavior**
    a. Pride Houston encourages all Participants to appear in appropriate attire. Dress or conduct displayed by any Participant that is intentionally demeaning or offensive, determined by the sole discretion of Pride, to any other group will not be tolerated.
    b. Pride encourages all Participants to show respect for all genders, ages, races, cultures, lifestyles, faiths, and sexual orientations.
    c. Participants will not shoot or hit spectators with water guns or water balloons.
    d. Participants' dress must not violate the City of Houston public nudity ordinance or the State of Texas obscenity law.

13. **Clean Up and Trash**
    a. In order to limit clean-up costs and hence Participant fees, each Participant distributing items is required to be equipped with plastic trash bags for depositing trash and litter accumulated by the Participant or the Participant's Agents before, during and after Celebration.

14. **Alcohol and Illegal Substance**

a. Participants will not possess or consume alcohol, illegal or controlled substances during Celebration. Pride and its representatives have the right to inspect any float and/or vehicle personnel at any time for violations of this policy and possible intoxication.
    i. Participants or Participants' Agents deemed to be under the influence, as determined by the sole discretion of Pride, will not be allowed to drive any vehicle, and the Participant will be ejected from Celebration if found in violation of this rule.

15. **Personal Safety**
    a. All Celebration Participants should be aware of the possibility of heat exhaustion and/or stroke. Participants are encouraged to bring water or replenishing fluids.
    b. Flashlights, glow sticks, light clothing, and reflective tape/decals are strongly encouraged to reduce the risk of pedestrian and auto accidents.
    c. Pride does not assume or accept responsibility for the health, well-being, or safety of any Participant.

16. **Extreme Weather Policy**
    a. In the event of extreme weather, acts of God, unsafe conditions, and other force majeure, Pride reserves the right to cancel Celebration. Notice of cancellation will be announced by email and the Pride website at www.pridehouston.org.
    b. In the event of a cancellation, Participant fees will not be refunded.

17. **Agreement Enforcement**
    a. Pride reserves the right to remove any Participant for non-compliance with any of the Agreement stated herein.
    b. Only registered and approved Participants may participate in the Celebration.
    c. Pride retains the right to assess additional repair or clean-up costs to any Participant causing damage, generating excessive litter or abandoning refuse.

18. **Cancellation and Refund Policy.** There are no refunds under any circumstances, including but not limited to event format changes, entertainment and/or schedule changes, reschedules, cancellations, acts of God, or other force majeure. Pride shall make reasonable efforts to hold the Celebration and to secure the necessary permits and funding to make the Celebration possible. Pride does not guarantee the Celebration will be held, or that even if scheduled, that it will not be cancelled due to weather, acts of God, other acts of force majeure, or any other circumstance, to include the order of city, state, county, or federal officials, or any other reason in Pride's sole and absolute discretion.

19. **Photographs and Grant of Rights.** The Participant and all the Participant's Agents in the Celebration grant Pride the right to take still or moving photographs, video, digital, audio, or other recordings ("Photographs"), and to reproduce, display, distribute, perform, digitize, transmit, broadcast and otherwise use those Photographs, in any and all media and manners now known or hereafter discovered throughout the world in perpetuity, in whole or in part, modified or altered, either by themselves, or in combination with other photographs or

materials, the Photographs may be used by Pride for any purposes whatsoever including without limitation, all promotional and advertising uses, on its website, and for other purposes. The Participant expressly agrees to inform its Participants that they are granting these rights in consideration of the opportunity to participate in the Celebration. The Participant hereby releases and discharges Pride from any and all claims, actions and demands arising out of or in connection with the use of the Photographs, including, without limitation any and all claims for invasion of privacy, publicity rights, defamation, trademark rights, and all other rights. The Participant waives all rights to royalties, license fees, or other compensation related to the use of the Photographs.

20. **Limitation on Damages.** Pride is not and shall not be held liable to Participant (or to any participant or other person claiming rights derived therefrom) in Agreement, tort (including, without limitation, negligence and misrepresentation) or otherwise for any damages whatsoever, including, without limitation, to person or property, economic, incidental, consequential, special, punitive, or exemplary damages of any kind as a result of breach of any representation, warranty, covenant or other terms of this agreement, including, without limitation, any failure of performance resulting from Pride's provision of the Celebration, regardless of whether Pride was advised, had other reason to know, or in fact knew of the possibility of such damages. In the event that this section is held invalid for any reason whatsoever Pride's total, aggregate liability under this Agreement shall in no circumstance exceed a refund of the total amount of fees (not to include any expense reimbursements) actually paid by the Participant to Pride hereunder in full and complete satisfaction of any damages or loss arising from or related to any act or omission giving rise to such claim.
21. **No Warranties.** Except as otherwise expressly set forth herein, Pride makes no warranties, guarantees, or representations of any kind, express or implied, with respect to the operation, capacity, speed, functionality, qualifications, or capabilities of the Celebration, services, goods or personnel resources provided hereunder, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.
22. **Tort Claim Waiver.** In addition to and not in limitation of any other provision of this Agreement, the Participant hereby knowingly, voluntarily, and intentionally waives any right to recover from Pride any losses or damages in any action brought under tort theories, including, without limitation, personal injury, injury to property, negligence, misrepresentation, product liability, defamation, and/or arising from relating to the quality or performance of the Services provided by Pride, its directors, staff, volunteers, agents or other representatives hereunder.
23. **No Personal Liability.** Without waiver, and in addition to and not in limitation of any other provision of this Agreement, in the event that Pride is found liable by any court of competent jurisdiction or agrees pursuant to mediation, settlement, or otherwise to pay for any damages whatsoever related to its performance of its obligations hereunder, such damages shall apply to Pride only and not to any officer, director, employee, agent, representative, volunteer, or other person acting on behalf of Pride.

24. INTENTIONALLY LEFT BLANK.

_____(Participants Initials)

P.O. Box 540425 ♦ Houston, TX ♦ 77254 ♦ 213.864.3121 ♦ celebration@pridehouston.org

25. **Defense & Indemnification Procedure.** Pride shall tender to Participant in writing any claim that it desires for Participant to defend and indemnify Pride. In the event that Pride asserts any claim for defense and indemnity against Participant, the Participant shall have the obligation to timely defend Pride from any such claims with counsel of Participant's choice at the Participant's sole cost and expense. In any such action or proceeding, Pride also shall have the right to retain its own counsel, at the Participant's expense, and shall do so in the event the Participant fails to timely defend the tendered claim. The Parties shall cooperate and in the defense of all third-party claims which may give rise to an indemnifiable Claim hereunder.
26. **Insurance.** Each Participant shall secure and maintain insurance as set out below, and shall have Pride and the City of Houston named as additional insured's on all policies. Throughout the period of preparation for and during the Celebration, the Participant shall maintain the following types of insurance coverage: 1) general commercial or personal liability insurance in amounts not less than $500,000 per claim and $1,000,000 aggregate, to cover the Participant and its Agents throughout the Celebration; 2) vehicle insurance in the same amounts to cover any and all vehicles (including but not limited to cars, trucks, trailers, rentals, bicycles and motorcycles); and 3) workers compensation insurance to cover all employees of Participant. The Participant shall provide a declaration page as proof of such insurance to Pride before the Celebration, showing Pride Houston, Inc and the City of Houston as additional insureds for the duration of the Celebration and preparation for it. Unless such insurance is so maintained, Pride will not be liable for any claim against Pride that would otherwise have been covered by such insurance. In addition, the Participant shall surrender the proceeds of any insurance claim that is related to any claim against Pride for which Pride has been obligated to pay by settlement, judgment, or award.
    a. All Participants must certify that they maintain adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person who may be a patron within the confines of, or as a result of activities arising from, the Participant's Celebration participation.
    b. Pride Houston — P.O. Box 540425; Houston, TX 77254; celebration@pridehouston.org
    c. City of Houston — 901 Babgy St; Houston, TX 77002
27. **Mandatory Mediation in Houston.** All controversies and claims between the Parties arising under or in connection with the Celebration, this Agreement, and all other disputes between the Parties that exceed the jurisdiction of small claims court shall first be submitted to mediation to be held in the City of Houston, Texas, by a mediator. Any dispute that cannot be resolved by mediation, then the parties hereto agree to settle "Dispute" by arbitration in Harris County, Houston, Texas in accordance with the Commercial rules then obtained by the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall include a written record of the arbitration hearing. Any award rendered in such arbitration may be entered in any court of proper jurisdiction. Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive

relief. Pride Houston again would like to manage risk. In this case, we want to ensure we are governed under Texas laws, and in the case of dispute, both parties avoid expensive litigation by agreeing to settle, mediation, and then binding arbitration shall be submitted to a court of competent jurisdiction in Houston, Texas. Any party shall have the right to be represented by counsel at mediation.

28. **Attorneys' Fees**. Each Party shall pay the cost of their own attorneys' fees and expenses incurred in connection with any mediation or judicial proceeding of a dispute between the Parties. In the event of any legal proceeding arising out of or relating to this Agreement, the court shall have discretion to award the prevailing Party's reasonable and actually incurred attorneys' fees and costs in such action or proceeding.
29. **Force Majeure.** Pride shall not be liable for a delay in the Celebration or its performance of its obligations and responsibilities under this Agreement due to causes beyond its control, including, without limitation, weather, acts of God, interruption or failure of telecommunication or digital transmission links, war, strikes, lockouts or work stoppages or other labor difficulties, supplier failures (including failure of performance of any carrier), energy failures, embargo, national, regional, or local emergency, pandemic or epidemic, insurrection or riot, acts of the public enemy, biological warfare, fire, flood, or other natural disaster, vandalism, explosion, any federal, state or municipal law, order, regulation, direction, action or request, breaches or delays, damage to or destruction in whole or in part of the streets, sidewalks, civic center, telephone or cable lines or electrical energy systems, inability to obtain telephone or cable service or electricity, or damage to or destruction in whole or in part of any components essential to connection to the Internet or any other causes, contingencies, or circumstances within or without the United States not subject to Pride's' complete control which prevent or hinder the Celebration or Pride's performance under the terms of this Agreement or make the fulfillment of this Agreement impracticable (a "Force Majeure Event"). If performance or timely performance is made impracticable or impossible by the occurrence of the Force Majeure Event, Pride shall not be deemed to have breached this Agreement. **Further, in the event that Pride is unable to meet its obligations hereunder because of such Force Majeure Event, and the Celebration is cancelled, Pride shall have no obligation to reschedule it or to refund any fees paid to it hereunder**.
30. **Agreement Construction.** In the event of any dispute between the Parties, this Agreement shall be construed as a whole, shall be interpreted in accordance with its fair meaning, and shall not be construed strictly for or against either Party as the drafter thereof or otherwise (both Parties acknowledging that the Participant has been advised to consult with an attorney regarding the terms and conditions of this Agreement prior to execution of this Agreement). Section headings are for convenience only and shall not be used to interpret the meaning of any provision or term of this Agreement.

_____(Participants Initials)

31. **Governing Law.** This Agreement shall be construed, interpreted and the rights of the Parties determined solely under the laws of the State of Texas, without reference to its conflicts of law provisions, and venue shall be in Houston, Texas.
32. **Severability; Limitations.** In the event that any provision or portion of a provision of this Agreement shall be determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, then: (a) the remainder of this Agreement shall be enforced to the fullest extent possible, and (b) the illegal, invalid or unenforceable provision or portion of a provision will be amended by the court, or otherwise shall be interpreted, to reflect as nearly as possible without being illegal, invalid or unenforceable the Parties' intent.. If such amendment or interpretation is not possible, the illegal, invalid, or unenforceable provision or portion of a provision will be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced to the fullest extent possible as if such illegal, invalid or unenforceable provision or portion of a provision was not included.
33. **No Modifications; Entire Agreement; No Waiver.** This Agreement may be modified only by a written agreement signed by each Party. This Agreement, the registration application, along with other Pride policies and regulations constitutes the entire agreement between the Parties with respect to the Celebration and supersedes all prior agreements between the Parties. Failure or delay to exercise any right or remedy available under this Agreement shall not act as a waiver of any other right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver of any such right or remedy. No waiver shall be binding unless executed in writing by the Party waiving any such right or remedy. All remedies shall be cumulative and non-exclusive.
34. **Successors.** This Agreement shall be binding upon each Party and its successors and assigns, and shall inure to the benefit of each Party and to its successors and assigns. The Participant may not assign any of its rights, duties or obligations under this Agreement without the prior written consent of Pride, provided, however, that the Participant may assign its rights, duties or obligations under this Agreement in the event of a Change of Control (as defined below) of Participant, so long as Pride's rights, duties or obligations under this Agreement are not materially and adversely affected. The term "Change of Control" shall refer to (a) the liquidation, winding-up or dissolution of the Participant, whether involuntary or involuntary, (b) the sale of all or substantially all of the assets of the Participant, or (c) the sale, merger, or consolidation of the Participant in which the holders of the securities of the Participant immediately prior to such transaction(s) hold less than fifty percent (50%) of the voting power of the surviving entity after such transaction(s). Any reorganization of the Participant for the sole purpose of incorporation in another state shall not be deemed a Change of Control.

_____(Participants Initials)

35. **Non-Disparagement.** The Parties agree and covenant that they will not make, publish, or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning each other or its affiliates or their respective businesses, or any of their respective employees, officers, staff, Board of Directors and existing and prospective sponsor,. customers, suppliers, investors and other associated third parties at any time. This Section 35 Non-Disparagement does not, in any way, restrict or impede the Parties from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. The Exercising Party shall provide written notice of any such order to the Board of Directors, authorized representing Legal Entity and/or other Governing Entity of the other Party.

By my signature below, I show that I have read and clearly understand the information contained in this Agreement and the responsibilities accorded to me as a participating Participant at Celebration and that all paid fees are non-refundable. I also understand that no Participant space may be reassigned to a third party. I hereby declare that all information herein provided by me is true, correct and complete and that I have the legal authority to bind my organization to the terms and conditions of this Agreement.

Participant
_____ Signature
_____ Print Name
_____ Title
(“Effective Date”) Date: _____

_____(Participants Initials)