

PARK(ing) Day® Participation License & Release of Liability

Rev. August 2011

PLEASE READ THIS DOCUMENT IN ITS ENTIRETY! BY PARTICIPATING IN PARK(ING) DAY YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

Thank you for your interest in participating in PARK(ing) Day, an open-source experiment in reclaiming public space. Below are the requirements for participation and use of the name “PARK(ing) Day” as well as a Liability Release. The term “PARK(ing) Day” is a Registered Servicemark of Rebar Group, Inc., and all rights are reserved, except as set forth below.

1. License to Use the Name “PARK(ing) Day”

“PARK(ing) Day” is the name of an annual, one-day global event during which participants transform parking spaces into places for people to congregate (any of these transformations is called a “PARK(ing) Day Installation”). Any organization, individual or association that participates in PARK(ing) Day by building, funding, or otherwise supporting the creation of a PARK(ing) Day Installation (a “PARK(ing) Day Participant”) agrees to the following terms regarding Attribution, Commercial Use and Signage. **All other rights related to the use of the mark are expressly reserved by Rebar Group, Inc.**

- a. **Attribution:** All PARK(ing) Day Participants agree to credit Rebar as the inventor of PARK(ing) Day by including the following language on any and all signage, flyers, blog posts, websites or other promotional materials related to that Installation: **“Original PARK(ing) Day concept by Rebar. www.rebargroup.org.”**
- b. **Limits on Commercial Use:** PARK(ing) Day is a non-commercial event. No PARK(ing) Day Participant may use, or allow others to use, its PARK(ing) Day Installation, or any derivative works of that Installation (including but not limited to websites, blogs, photographs or video footage) to make specific offers for goods or services, or to offer specific promotions, discounts, or coupons, whether related to PARK(ing) Day or not, without the prior written consent of Rebar.
- c. **Signage.** Any PARK(ing) Day Participant may place its brand, logo or other promotional imagery on signage associated with its PARK(ing) Day Installation (the “Signage”). **Such Signage is limited to two (2) posters, no larger than 11x17 inches in size, that serve the sole purpose of acknowledging the creators, funders or organizers of the PARK(ing) Day Installation.** The Signage may not contain specific offers for goods or services, or offer specific promotions, discounts, or coupons, whether related to PARK(ing) Day or not.

2. RELEASE OF LIABILITY.

READ THIS. Participation in PARK(ing) Day is open and at your own risk! You will be acting independently of Rebar Group, Inc. and its owners, employees, officers, directors, members, volunteers, agents, assigns, licensees and partners, none of whom are liable for your actions.

By participating in PARK(ing) Day, you voluntarily and entirely assume the risk of injury to yourself or others, assume all legal liability related to your PARK(ing) Day Installation, and agree to indemnify and hold harmless Rebar Group, Inc., and its owners, employees, officers, directors, members, volunteers, agents, assigns, licensees and partners. You also agree to obey the law and the directives of any duly-authorized law enforcement officer.