

EVENT PARTICIPATION WAIVER



WARNING, ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHT AND DEPRIVES YOU OF THE RIGHT TO SUE THE RECESS FACTORY AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

IN CONSIDERATION for The Recess Factory and its subsidiaries, affiliates, employees, representatives, and agents (“The Recess Factory”) allowing my participation in their event; I, the undersigned, and on behalf of my spouse, heirs, next of kind, any legal and personal representatives, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (“The Agreement”);

1. **PARTICIPANT REPRESENTATION.** I hereby represent that (i) I am in good health and physically fit to participate in the Event; (ii) have not been advised against participating in the Event by a qualified health professional; and (iii) I am at least 18 years of age (or this agreement is agreed to by my parent, natural guardian, or legal guardian). I understand that I should not participate unless medically able and represent that I am in good health and physically fit to participate. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.
2. **ASSUMPTION OF RISK.** I understand and acknowledge that the Event in which I am serving as a participant is an event of The Recess Factory. I understand and acknowledge that there are dangers, hazards, and risk of injury or damages, including but not limited to physical and property damages, by participating at the Event, whether on or off The Recess Factory premises, including but not limited to the organization, oversight and active monitoring of the Event, as well as all set up and transferring of equipment. I understand and agree that participating involves many risks and hazards, some of which are inherent to the very nature of the activities involved in the participating, others of which may result from negligence, including but not limited to: tripping or falling for any reason, lifting, collisions, equipment failure, weather conditions, accidents with Event participants or other participants, criminal acts or acts of terrorism with third parties, and travel to and from different areas of the Event. I agree that if I believe conditions are unsafe, I will immediately discontinue participation in such participant activity or service. I understand and agree that these risks may result in injury, harm or damage, including but not limited to sprains, torn muscles or ligaments, broken bones, strokes, heart stress, heart attacks, paralysis, disfigurements, death, or other forms of pain or suffering (“Risks”). I fully understand, voluntarily accept, and specifically assume responsibility for these risks of injury.
3. **MEDICAL RELEASE.** I authorize the Event staff, representatives, contractors, subcontractors, or other medical personnel to obtain or provide medical care for me, to transport me to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalization, blood transfusions, surgery, medications, etc.) they consider necessary for my health. I agree to pay all costs associated with that care and transportation. I agree to the release (to The Recess Factory, insurance carriers, other health care providers and their staff, representatives, or contractors) of any medical information or records necessary for treatment, referral, billing, or other purposes.
4. **RELEASE OF LIABILITY:** I hereby Release, Waiver, and Covenant Not to Sue: The Recess Factory, The Event, all Event sponsors, and all Host Cities, Local Organizing Committees, Venues and Property Owners upon which the Event takes place, Law Enforcements, Agencies, and other Public Entities providing support for the Event, and each of their respective insurance companies, parent, subsidiary, and affiliated companies, successors in interest, commercial and corporate sponsors, officers, directors, partners, shareholders, members, agents, employees, subcontractors, and participants (individually and collectively, the “Released Parties” or “Event Organizers”), with respect to **any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind or nature (“Liability”)** from my use of, presence at or participation in the Event, which may arise out of, result from, or relate to the alleged or actual negligence or breach of any express or implied warranty of the Released Parties.
5. **INDEMNIFICATION:** I further agree that if, despite this agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will **indemnify, defend, and hold harmless** each of the Released Parties from any such Liability which may be incurred as the result of such claim. I agree to pay all costs and attorney’s fees incurred by any Released Part in defending a claim or suit brought by or on behalf of myself.
6. **PERSONAL LIKENESS RELEASE AND AUTHORIZATION:** I understand that The Recess Factory, The Event, and/or those authorized by The Recess Factory, will be (i) taking photographs, (ii) making audio recordings and (iii) video recording of the Event and its related events. I hereby irrevocably consent to and grant The Recess Factory, The Event, and/or anyone authorized by The Recess Factory, the exclusive right to the ownership and use of any and all (i) photographs, (ii) audio recordings and/or (iii) video recordings containing my image or likeness, for any lawful purpose whatsoever in connection with The Recess Factory and its related events.
7. **DISMISSAL:** I understand that The Recess Factory reserves the right, in its sole discretion, to dismiss any participant from the activities and to deny or revoke any applicant at any time from the event. If I am dismissed or depart for any reason, I agree I am responsible for all costs of departure whether for medical reasons, dismissal, person emergencies, or otherwise.
8. **GOVERNING LAW:** This agreement is governed in accordance with laws of the State of Colorado, and the Parties submit to exclusive jurisdiction of Colorado courts.

EVENT PARTICIPATION WAIVER



- 9. **ASSIGNMENT:** I understand that the Recess Factory may assign this form to other entity/s or individual/s (“Assignees”) at any time, and any such assignment will grant assignees the full rights and protections accorded in this form, consistent with Event Organizer’s and other released parties’ rights and protections under this form.
- 10. **ADDITIONAL TERMS:** I understand that the Events location, timeline, and other logistics can be changed at the discretion of the related parties. The Event can be altered, postponed, or cancelled for any reason including but not limited to: inclement weather, natural disturbances, fire, public disaster, police activity, acts/threats of terrorism, unavoidable casualty, event conditions or other reasons beyond the Related Parties’ reasonable control.

I agree I have read this Agreement carefully, understand its terms and conditions, understand that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, heirs and next of kid, any any legal and personal representatives, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions, and provisions of this Agreement. This agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this agreement. If any provision of this agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

_____	_____	_____
Print Name of participant	Phone Number	Email Address
_____	_____	
Participant Signature	Date	
_____	_____	
Emergency Contact Name	Emergency Contact Phone Number	

If participant is under the age of 18 – Legal guardian sign for consent:

_____	_____
Parent or Guardian Print Name	Date
_____	_____
Parent or Guardian Signature	Date