

# LIABILITY WAIVER & PHOTO RELEASE (ADULT, 18 YEARS OF AGE OR MORE)

## THE EVENT: JARED'S EPIC BLASTER BATTLE EVENT DATE: 6/10/23

In consideration of the below named individual (the "Participant") and my right to participate in the Event, I agree as follows:

1) I acknowledge that participation in the Event involves risk of serious bodily injury, death, and/or property damage. I assume and accept all risk of bodily injury, death, property damage and other harm connected with participation in the Event. I acknowledge that I am responsible for any and all medical expenses due to illness or injury in connection with the Event.

2) I acknowledge that the Event may involve strenuous and hazardous physical activities and I certify that I am in excellent physical health and have no physical limitations, medical ailments, physical or mental disabilities that would prevent me from participating in the Event. I grant permission to the Event parties to provide emergency medical treatment if needed.

**3) I hereby indemnify, hold harmless, agree not to sue, and release the Parties: Jared Guynes, Jared's Epic Enterprises LLC, Jared's Epic Blaster Battle and each of the foregoing entities' subsidiaries and related or affiliated companies, including without limitation, any participating agencies, their officers, directors, members, employees, volunteers, owners, agents, affiliates and corporate sponsors both as organizations and each person individually from any and all liability for all claims, demands, losses, damages and costs, including reasonable attorneys' fees, that arise out of or in connection with any personal injury, even injury resulting in death, property damage, and/or other loss suffered by me in connection with my participation in the Event. In addition, I hereby waive any and all right of recovery, claims, actions or cause of action against the Parties for any loss or damage which is insured against (or which is required hereunder to be insured against), regardless of cause or origin, including negligence of the Parties, and I covenant that no insurers shall hold any right of subrogation against the Parties. If my respective insurer does not permit such a waiver without an appropriate endorsement to my insurance policies, then I covenant and agree to notify my insurer of the waiver set forth herein and to secure from such insurer and appropriate endorsement to its respective insurance policy with respect to such waiver.**

4) I authorize the Parties to take photographs and videotapes and to record my voice, conversation and other sounds during and in connection with the Event. I acknowledge that the Parties shall own exclusively all copyright and other rights in and to such tapes, photography, and recordings and may use them forever and throughout the world in any manner without compensation to me. I authorize the Parties to use my name, voice, likeness, and any biographical facts provided to the Event in advertising and promoting the Parties without further compensation.

5) I acknowledge that by signing this release I will be forever prevented from suing or otherwise claiming against the Parties for any property loss or personal injury that may be sustained while participating in or preparing for the Event. This release shall be governed and construed in accordance with the laws of the state of Indiana.

6) I acknowledge that I have read and understand this release fully, understand its contents, and I am aware that by signing this release I am waiving certain legal rights which me or my heirs, next of kin, executors, administrators and assigns may have against the Parties.

7) I have signed this release of my own free will.

### **PARTICIPANT MUST SIGN AND COMPLETE INFORMATION BELOW (PLEASE PRINT CLEARLY)**

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT FULL NAME:** \_\_\_\_\_ **DATE OF BIRTH:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_