

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and Image Release

EVENT DATE: April 13, 2024 – EVENT CITY, STATE: Bakersfield, CA.

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, volunteer, or participate in any way in the activities and events (hereinafter collectively defined as “the ACTIVITIES”) or for being permitted to enter for any purpose any CONTEST AREAS (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for themselves, their personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that they have or will immediately upon entering any of such CONTEST AREAS, and will continuously thereafter, inspect the CONTEST AREAS which is entered, and further agrees and warrants that, if at any time, they are in or about CONTEST AREAS and they feel anything to be unsafe, they will immediately advise the officials of such and if necessary will leave the CONTEST AREAS and/or refuse to participate further in the ACTIVITIES.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, Gather Joy Productions, LLC, the participants, sanctioning organizations or any subdivision thereof, operators, owners, officials, rescue personnel, any persons in any CONTEST AREA, sponsors, advertisers, owners and lessees of premises used to conduct the ACTIVITIES, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or ACTIVITIES and each of them, their directors, officers, agents and employees, volunteers, all for the purposes herein referred to as “Releasees,” FROM ALL LIABILITY TO THE UNDERSIGNED, their personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and their insurance carrier, and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the ACTIVITIES whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.

5. HEREBY acknowledges that THE ACTIVITIES ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATORS OR PROCEDURES OF THE RELEASEES.

6. IF DESPITE THIS RELEASE, I OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST THE "RELEASEES", I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND THEIR INSURANCE CARRIER, AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, LIABILITY, DAMAGE, OR COSTS THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASE OR OTHERWISE.

7. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. I grant full permission to Releasees, as described above, to use photographs, images, videotapes, motion pictures, recordings, or any other record of the activities of the Events for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE READ THIS RELEASE AND KNOW I AM WAIVING SUBSTANTIAL RIGHTS

Print Name Here

DATE

Sign Here