**PARTICIPANT RELEASE, INDEMNIFICATION AND**

**ASSUMPTION OF RISKS AGREEMENT**

As the parent or legal guardian of the minor child \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of minor child), I have decided to enter into this Participant Release, Indemnification and Assumption of Risks Agreement (the “Agreement”) as the adult legal “Participant” as a condition of, and for other good and valuable consideration, authorizing the minor child to participate in activities or events (the “Event”) held by First Quarter Community Squadron Incorporated, (FQCSI), Baker, LA 70714, on March, 16, 2024. The Event includes filming and/or photographs of the FIRST QUARTER COMMUNITY SPELLING BEE, as well as some segments on other private property as per the agenda. FQCSI may take photographs and/or video/audio recordings during the Event. The Participant acknowledges and agrees that visual and/or audio recordings and still images of the minor child and/or Participant (collectively the “Photography”) may be made; and the Photography and the child’s name, voice, image, likeness and biographical information may be used in the FQCSI productions. Participant acknowledges and agrees that FQCSI will own the Photography which may be used in this FQCSI Production or used by FQCSI in other organizational productions and has no responsibility for or liability for FQCSI’s use of the Photography or portrayal of Participant or the child in the FQCSI Production or any other production. Participant acknowledges and agrees that FQCSI will own its Photography and can use the Photography for any purpose, in its sole discretion.

**Release and Indemnification:** I shall, and hereby do, release, hold harmless, indemnify and agree not to sue FQCSi from and for any and all claims, liabilities, damages of any kind, attorney’s fees, costs and causes of action of any nature whatsoever, foreseen or unforeseen, now existing or hereafter accruing, including but not limited to personal injury, mental anguish or illness, death and property damage, which arise directly or indirectly from my and my child’s participation in, observation of, or attendance at, the Event, or related to FQCSI’s use of the Photography or FQCSI’s portrayal of me or the minor child in the FQCSI Production or any other organizational production; whether caused, in whole or in part, by me, any invitee, permittee, or third-party, or by any hosting venue based on strict liability or negligence of any kind.

**Assumption of Risks:** I understand, accept, and expressly assume in full all risks relating to the participation in the Events at hosting facilities, whether known or unknown, inherent or not inherent, anticipated or unanticipated. The respective venue shall not be responsible for any such injury, illness, death or property damage. The respective venue takes no responsibility and Participant assumes all risks regarding FQCSI’s use of the childs’ and your image, name, likeness, photograph, video, voice, electronic images or the contents of the program and video produced by FQCSI. Participant acknowledges that the final product is solely in the discretion of FQCSI.

This Agreement is intended to be a complete release and indemnification in favor of FQCSI to the greatest extent allowed by law, and I am knowingly giving up substantial rights for myself and my child. Any reference to the FQCSI in this Agreement shall mean First Quarter Community Squadron Inc, a non profit organization in the State of Louisiana, its officers, officials, employees, agents, representatives, participants, permitees in their official and personal capacities, and their respective heirs, successors and assigns. I am legally competent to sign this Agreement. This Agreement shall be binding on me and my children or children that I have guardianship of, my heirs, assigns, executors, legal representatives and anyone else claiming through me. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full legal force and effect. This Agreement shall survive after the Event and the time duration set forth above. This Agreement shall be governed by the laws of Louisiana. Any and all legal action necessary to enforce this Agreement shall be held in East Baton Rouge Parish, Louisiana.

**I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I HEREBY AFFIRM, STIPULATE, REPRESENT, WARRANT AND**

**AGREE TO ALL THE STATEMENTS, TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.**

|  |  |
| --- | --- |
| **Full Name of Participant (please print)** | **Address of Participant**  |
|  |  |
| **Parent/Legal Guardian (please print)** | **Parent/Legal Guardian (please sign & date)** |
|  |  |

|  |  |
| --- | --- |
| **Witness (please sign & date)** | **Witness (please sign & date)** |
|  |  |

**Thank You for your understanding. We are looking forward to being in your company!**