



Festival date: July 20, 2019

Produced by the Atlantic Highlands Arts Council
A New Jersey non profit 501(c)3 organization
www.FilmOneFest.org / www.AHArts.org

FILM SLAM 2019 WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in the FilmOneFest FILM SLAM (the “Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of actions of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge the Atlantic Highlands Arts Council (AHAC), FilmOneFest, Monmouth University trustees, officers, directors, agents, employees and students and affiliates for any physical or psychological injury, including but not limited to illness, paralysis, death damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION (S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless AHAC/FilmOneFest and Monmouth University against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If AHAC/FilmOneFest and Monmouth University incurs any of these types of expenses, I agree to fully reimburse AHAC/FilmOneFest and Monmouth University.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

Initial _____

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of AHAC/FilmOneFest and Monmouth University, its agents and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any cost incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

FilmOneFest is a program of the Atlantic Highlands Arts Council



Atlantic Highlands Arts Council, PO Box 236, Atlantic Highlands, NJ 07716 Info@AHArts.org

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in effect.

This Agreement shall be governed by the laws of New Jersey. Any actions taken pursuant to this agreement shall be adjudicated in the courts of Monmouth County, New Jersey.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I am fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

_____ Initial Here

FilmOneFest and Monmouth University are hereby granted the right to utilize any film or video submitted and accepted for exhibition at the Festival for educational, archival and promotional purposes. The individual or corporation submitting hereby warrants that it is authorized to commit the film or video for screening, and understands and accepts these requirements and regulations.

_____ Initial Here

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____