

WAIVER AND RELEASE LIABILITY

In consideration of the risk of injury while participating in the Show Me The License- Building Competition (the “Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, my executors, administrators, assigns, 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 action of any kind whatsoever arising out of my participation in the Activity and do hereby release forever discharge Charlotte-DeSoto Building Industry Association, located at 17984 Toledo Blade Blvd. Port Charlotte, FL 33948, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damage, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from event related to this 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 the Activity, which may include but 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 these injuries or outcomes may arise from my own or other’s negligence, conditions related to travel, or the conditions of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless Charlotte-DeSoto Building Industry Association against any and all claims, suits or action of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting to on my behalf. If Charlotte-DeSoto Building Industry Association incurs any of these types of expenses, I agree to reimburse Charlotte-DeSoto Building Industry Association.

I acknowledge that Charlotte-DeSoto Building Industry Association and their staff, directors, officers, volunteers, representatives and agents responsible for errors, omissions, acts or failures to act of any party or entity conducting specific event or activity on behalf of Charlotte-DeSoto Building Industry Association.

I acknowledge that this Activity may involve a test of person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of

Initial

hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event.

I acknowledge I have read this “waiver and release” and fully understand that it is a release of liability. I expressly agree to release and discharge Charlotte-DeSoto Building Industry Association and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring legal action against Charlotte-DeSoto Building Industry Association for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Charlotte-DeSoto Building Industry Association, its agents and employees.

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

In the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm’s length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant [REDACTED] and Charlotte-DeSoto Building Industry Association agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within the 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 full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced, as so limited.

Initial [REDACTED]

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact
Telephone**

Contact Relationship

Contact

Parent/Guardian Consent and Acknowledgment (Required for Participants Under 18)

I, [redacted] am the parent or legal guardian of the above-named minor participant. I have read and understand this Liability Release Waiver and agree to its terms on behalf of the minor. I hereby give my full consent for the minor to participate in the Show Me The License-Building Contest and accept full responsibility for their participation. I 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 it of my own free will.

I represent that the minor is at least 16 years of age and is physically and mentally capable of safely participating in the Event.

Parent/Guardian Name (Print): [redacted]

Relationship to Minor: [redacted]

Parent/Guardian Signature: [redacted]

Date: [redacted]

Acknowledgment For Participants Over 18

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 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 it of my own free will.

Participant's Name: [redacted]

Participant's Address:
[redacted]

Signature: [redacted]

Date: [redacted]

Initial [redacted]

PHOTOGRAPHY RELEASE FORM

I hereby authorize Charlotte Desoto Building Industry Association, including its officers, directors, employees, contractors, attorneys, subsidiaries, affiliates and local chapters, hereafter collectively referred to as "CDBIA" respectively, to publish photographs taken of me and/or my child for use in CDBIA publications, including those that are printed, published online, or created in video form.

I attest that I have full authorization to consent to the publication of said photos. Further, I hereby release and hold harmless CDBIA from any reasonable expectation of privacy or confidentiality associated with the images specified above.

I further acknowledge that neither I nor my child nor any other party who appears in the photographs will receive financial compensation of any type associated with the taking or publication of these photographs or participation in CDBIA publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever and that participation is voluntary.

I hereby release and hold harmless CDBIA, including its officers, directors, employees, contractors, attorneys, subsidiaries, affiliates and local chapters and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation.

Authorization

Student's Printed Name: _____

Parent/ Guardian Signature: _____

Date: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Student's Email Address: _____

Initial _____