

## RELEASE/WAIVER FORM

Organization/Group Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

As used below, "**Winter Guard International**" shall mean Winter Guard International, Inc. and the officers, directors, employees, agents, successors and assigns of each of the foregoing.

### TERMS AND CONDITIONS OF PARTICIPATION – READ CAREFULLY BEFORE SIGNING

In consideration of my participation in color guard, percussion, or winds activities conducted by WGI Sport of the Arts on or about February 8, 2021 through April 18, 2021 pursuant to the WGI Virtual Season Events (the "Event"), wherever the Event and/or activities may occur, I hereby attest that after reading this Form completely and carefully, including the notice above my signature, I acknowledge that my participation in the Event is entirely voluntary, and that I understand and agree as follows:

**RELEASE OF LIABILITY:** I agree to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") associated with all risks that are inherent to participation in the Event or other activities conducted in conjunction therewith (which risks may include, among other things, exposure to COVID-19, Naegleria Fowleri and coliform bacteria, muscle injuries, heat and stress related issues, cuts, lacerations and broken bones) whether such risks are open and obvious or otherwise. Further, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined under "INDEMNITY/INSURANCE" below) of and from all Claims arising in any manner out of, or in any way, connected with my participation in the Event.

**INDEMNITY/INSURANCE:** I agree to indemnify and hold WGI Sport of the Arts and each of their parent, subsidiary and other affiliated or related companies; all Event sponsors and charities participating in the Event and their respective parent, subsidiary and other affiliated or related companies; and the officers, directors, employees, agents, contractors, subcontractors, representatives, successors, assigns, and volunteers of each of the foregoing entities (collectively, the "Released Parties") harmless from and against any and all Claims arising out of, or in anyway, connected with my participation in the Event, wherever the Event may occur, including, but not limited to, all attorneys' fees and disbursements through and including any appeal. I understand and agree that this indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, before, during, or after participation in the Event. I agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my participation in the activities and the Event, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my participation in the Event, at my own expense.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify that I am physically fit for participation in the Event and have the skill level required in connection with the Event, and I have not been advised otherwise.

**PUBLICITY RIGHTS:** I further grant the Released Parties the right to photograph, record and/or videotape myself, and further to display, edit, use and/or otherwise exploit my name, face, likeness, voice, and appearance, in all media, whether now known or here after devised (including, without limitation, in computer or other device applications online webcasts, television programming, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, publication and use of Event results and standings, without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

**GOVERNING LAW:** I agree that this Agreement shall be construed under the laws of the State of Ohio, and further agree that the federal and state courts located in Ohio shall have exclusive and sole jurisdiction to resolve all disputes arising under or related to my participation. I irrevocably consent to the jurisdiction of the federal and state courts located in Ohio and agree that such courts are the only proper venue for the resolution of disputes **AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

By signing below, I certify that; (1) I fully and completely read and understand this Form; (2) I am 18 years of age or older; (3) the information set forth above is true and complete; and (5) I consent and agree to all the foregoing.

X \_\_\_\_\_  
Signature of Participant                      Date                      Witness                      Date

**EVERY PARTICIPANT IN THE EVENT MUST COMPLETE THIS FORM AND TURN IN TO GROUP MANAGEMENT  
TO BE FILED WITH THE WGI OFFICE NO LATER THAN THREE (3) WEEKS PRIOR TO EVENT.**