

LIABILITY WAIVER & PHOTO RELEASE

THE EVENT: KFHL Back 2 School Blaster Bash

EVENT DATE: 9/29/2023

In consideration of the below named individual (the "Participant") and my right to participate in the Event, I agree as follows:

- 1) I authorize the Participant to participate in the Event.
- 2) I acknowledge that the Participant's participation in the Event involves risk of serious bodily injury, death, and/or property damage. I assume and accept all risk of bodily injury, death, property damage and other harm connected with the Participant's participation in the Event. I acknowledge that I am responsible for any and all medical expenses due to the Participant's illness or injury in connection with the Event.
- 3) I acknowledge that the Event may involve strenuous and hazardous physical activities and I certify that the Participant is in excellent physical health and has no physical limitations, medical ailments, physical or mental disabilities that would prevent the Participant from participating in the Event. I grant permission to the Event parties to provide the Participant with emergency medical treatment if needed.
- 4) I hereby indemnify, hold harmless, agree not to sue, and release the "Parties": Kendrick Fincher Hydration for Life, Kendrick Fincher Memorial Foundation, and each of the foregoing entities' subsidiaries and related or affiliated companies, including without limitation, any participating agencies, their officers, directors, members, employees, volunteers, owners, agents, affiliates and corporate sponsors both as organizations and each person individually from any and all liability for all claims, demands, losses, damages and costs, including reasonable attorneys' fees, that arise out of or in connection with any personal injury, even injury resulting in death, property damage, and/or other loss suffered by the Participant in connection with Participant's participation in the Event. In addition, I hereby waive any and all right of recovery, claims, actions or cause of action against the Parties for any loss or damage which is insured against (or which is required hereunder to be insured against), regardless of cause or origin, including negligence of the Parties, and I covenant that no insurers shall hold any right of subrogation against the Parties. If my respective insurer does not permit such a waiver without an appropriate endorsement to my insurance policies, then I covenant and agree to notify my insurer of the waiver set forth herein and to secure from such insurer and appropriate endorsement to its respective insurance policy with respect to such waiver.
- 5) I authorize the Parties to take photographs and videos of the Participant and to record the Participant's voice, conversation and other sounds during and in connection with the Event. I acknowledge that the Parties shall own exclusively all copyright and other rights in and to such tapes, photography, and recordings and may use them forever and throughout the world in any manner without compensation to me or the Participant. I authorize the Parties to use the Participant's name, voice, likeness, and any biographical facts provided to the Event in advertising and promoting the Parties without further compensation.
- 6) If the participant is under the age of 18 (a minor), then I, the guardian of the participant, acknowledge that I am to be in attendance for the duration of the Event and that I am solely responsible for the Participant, he/she is under the direct supervision of my party and is my responsibility during the Event.
- 7) I certify that I am the parent or legal guardian of the Participant, should the Participant not be of a legal age to sign this release.
- 8) I acknowledge that by signing this release I will be forever prevented from suing or otherwise claiming against the Parties for any property loss or personal injury that may be sustained while participating in or preparing for the Event. This release shall be governed and construed in accordance with the laws of the state of Arkansas.
- 9) I acknowledge that I have read and understand this release fully, understand its contents, and I am aware that by signing this release I am waiving certain legal rights which me or my heirs, next of kin, executors, administrators, and assigns may have against the Parties.
- 10) I have signed this release of my own free will and I affirm that I am the Parent or Legal Guardian of the Participant with authority to give this authorization to his/her participation in the Event and confirmation of the above Agreement, Release, Waiver, and Indemnity.
- 11) By registering for the 2023 Back 2 School Blaster Bash, I agree to all terms and conditions of this release.