Participation Waiver

Event Information:

Name of Event: Kent Island Beach Cleanups (KIBCU)

Event Date(s): ________________________________

This waiver is effective for 6 months from the date of execution and shall be binding upon Participant and Participant’s heirs, executors, administrators, and assigns.

Activities: Beach cleanups, fundraisers, and activities associated therewith.

Releasees: Kent Island Beach Cleanups, Inc., all sponsors of the Event, and the parent, subsidiary and affiliated companies, and officers, directors, employees, agents, volunteers, independent contractors, representatives, affiliates, successors and assigns of each of the foregoing.

Terms and Conditions of Participation -- Read Carefully Before Signing

In consideration of the below named individual, (hereinafter “Participant”) being permitted to participate in the Event and activities referenced above (collectively, the “Event”), Participant hereby attests that, after reading this Participation Waiver completely and carefully, Participant acknowledges that their participation in the Event is entirely voluntary, and Participant further understands and agrees as follows:

RELEASE AND INDEMNITY: In consideration of Releasees allowing Participant to participate in the Event, Participant agrees to assume the risks incidental to such participation (risks may include scrapes, contusions, cuts, lacerations, and exposure to toxic or otherwise dangerous materials or sharp objects) and on behalf of Participant, and Participant’s heirs, executors and administrators, hereby waives, releases, covenants not to sue, and forever discharges the Releasees described above, of and from all liabilities, claims, actions and causes of action, damages, costs and/or expenses of any nature arising out of or in any way connected with my participation in such activity. Participant further agrees to indemnify and hold each of the Releasees harmless against any and all such liabilities, claims, actions and causes of action, damages, costs or expenses. Participant understands that this waiver and release and indemnity agreement includes any claims based on the negligence, action or inaction of any of the above Releasees and covers bodily injury (including death) and property damage, whether suffered by Participant before, during or after such participation in the Event.

SUPERVISION OF MINORS: We require children that are 12 years of age and under must be accompanied by a parent, other adult or a sibling over 16. All children under 18 years of age and under must check in and those 12 years of age and under must check in with the parent, adult or sibling when they arrive. Those parents, adults or siblings attending the event with the volunteer 12 years of age and under, must agree to stay with the child at all times. Kent Island Beach Cleanups and its Board of Directors and/or any Representative of Kent Island Beach Cleanups is not responsible for the child.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: Participant hereby certifies that Participant is physically fit for participation in the Event and has the skill level required for participation in the Event, and Participant has not been advised otherwise. Participant
further authorizes any emergency first aid, medication, medical treatment or surgery deemed necessary by any attending medical personnel if Participant is not able to act on Participant’s own behalf, at Participant’s cost; however, Participant acknowledges that Releasees shall have no duty, obligation, or liability arising out of the provision of, or failure to provide, medical treatment.

**EQUIPMENT AND FACILITIES INSPECTION:** Participant agrees that before Participant participates in any activity conducted in conjunction with the Event, Participant will inspect the related facilities and equipment, and Participant will immediately advise the Event manager and Releasees of any unsafe condition that Participant observes. Participant will refuse to participate in the Event until all unsafe conditions observed by Participant have been remedied.

**PUBLICITY RIGHTS:** Participant further grants the Releasees the right to photograph and/or videotape Participant and further to display, use, and/or otherwise exploit Participant’s name, face, likeness, voice and appearance forever and throughout the world in all media whether now known or hereafter devised (including without limitation, television, radio, motion pictures, film, print, and the Internet, including but not limited to webcasts, Releasees’ website(s), Facebook, and YouTube) in connection with exhibitions, publicity, advertising, promotional materials and all other lawful purposes, including without limitation publication of Event results and standings, without reservation or limitation, or further approval. Participant understands that Participant will receive no monetary or other compensation for, and hereby releases, indemnifies, and holds Releasees harmless from, all claims, demands, and liabilities whatsoever in connection with, the use of Participant’s name, face, likeness, voice and appearance. The Releasees are however under no obligation to exercise said rights granted herein.

**GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Maryland and any legal action relating to or arising out of this Agreement shall be commenced exclusively in the appropriate Maryland Court.

Participant Printed Name: _______________________________________________________

Participant Signature: ____________________________________________________________

( Parent or Guardian signature if Participant is under 18 years of age.)

Date: _______________________________